

APRIL 5, 2016

CDA RESOLUTION LIST:

CDA

Res. #4 Accepts Annual Report and Annual Financial Report for 2015

TOWN BOARD RESOLUTION LIST:

Res. #195 Adopts Amendment to Investment Policy for the Town of Riverhead

Res. #196 2016 Skate Park Project at Stotzky Park Budget Adoption

Res. #197 Capital Project #20039 Parkway Street Laundry Budget Adjustment

Res. #198 Stoneleigh Retirement Community Phase III Water Capital Project #30114 Budget Adjustment

Res. #199 Stoneleigh Retirement Community Phase IV Water Capital Project #30123 Budget Adjustment

Res. #200 Authorizes Supervisor to Sign and Accept the NYS ESD #125,000 Grant for Construction of an Interconnection between Riverhead Water District and Suffolk County Water Authority

Res. #201 Awards Bid for Paint 2016

Res. #202 Authorizes Town Clerk to Post and Publish the Attached Notice to Bidders for Fire and Security Alarm Contract

Res. #203 Authorizes Town Clerk to Post and Publish Request for Proposals for Youngs Avenue Landfill Testing, Maintenance and Monitoring

Res. #204 Awards Bid for 2016 Street Light and Traffic Signal Maintenance Repair Parts

Res. #205 Authorizes the Supervisor to Execute an Addendum to a Resolution Setting Terms and Conditions of Employment for Position of Legislative Secretary

Res. #206 Authorizes the Supervisor to Execute an Addendum to a Resolution Setting Terms and Conditions of Employment for Position of Town Board Coordinator

Res. #207 Authorizes Publication of Help Wanted Advertisement for Seasonal Pump-Out Boat Operators

- Res. #208** Accepts the Retirement of a Senior Administrative Assistant (Susan Beal)
- Res. #209** Accepts the Retirement of an Account Clerk Typist (Diane Beatty)
- Res. #210** Accepts the Resignation of a Homemaker (Katrina Hintze)
- Res. #211** Accepts the Resignation of a Part-Time Clerk (Robert Obie)
- Res. #212** Accepts the Retirement of a Public Safety Dispatcher (Candee Ulmet)
- Res. #213** Accepts the Resignation of a Bingo Inspector (Theresa Davis-Sweeney)
- Res. #214** Appoints a Bingo Inspector (Nicole Buckner)
- Res. #215** Reappoints Seasonal Pump Out Boat Operators (Salvatore Calandra, Richard Quick)
- Res. #216** Adopt and Authorize Supervisor to Sign Negative Declaration and Post ENB Notice Pursuant to SEQRA Regarding Town Code Updates and Amendments
- Res. #217** Authorization to Publish Advertisement for Food & Meat Products for the Town of Riverhead
- Res. #218** Authorization to Publish Advertisement for Sporting Goods 2016 for the Town of Riverhead
- Res. #219** Authorization to Publish Advertisement for Townwide Printing 2016 for the Town of Riverhead
- Res. #220** Ratifies a Call-In Clerk to the Recreation Department (Courtney Schmitt)
- Res. #221** Appoints a Call-In Bus Driver to the Recreation Department (Anthony M. White, Jr.)
- Res. #222** Approves No Cost Change Order for Advanced Wastewater Treatment Facility TMDL Upgrade Construction Contracts – Riverhead Sewer District
- Res. #223** Adopts a Local Law Amending Chapter 48 Entitled “Beaches and Recreation Centers” of the Riverhead Town Code
- Res. #224** Adopts a Local Law Amending Chapter 56 Entitled “Docks and Wharves” of the Riverhead Town Code
- Res. #225** Adopts a Local Law Amending Chapter A113 Entitled “Docking Facility Regulations” of the Riverhead Town Code

- Res. #226 Awards Bid for the Purchase of 2005-2010 Used Mack Granite Truck Model CV713 with Roll-Off Cable Hoist or Equivalent**
- Res. #227 Authorizes Supervisor to Execute Agreement with Suffolk Youth Lacrosse Officials Association (SYLOA) for Referee/Umpire Services for Town of Riverhead Police Athletic League Boys Lacrosse Program Grades 3-8 for 2016 Calendar Year**
- Res. #228 Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-3. Stop and yield intersections; railroad crossings; parking fields. Burman Blvd. intersecting with Grumman Blvd, Calverton)**
- Res. #229 Adopts a Local Law to Amend Chapter 101 Entitled “Vehicles & Traffic” of the Riverhead Town Code (§101-10. Parking prohibited – Sound Avenue & CR 105)**
- Res. #230 Authorizes the Supervisor to Execute an Agreement with D&B Engineers and Architects, P.C.**
- Res. #231 Awards Bid for General Hardware Items**
- Res. #232 Authorization to Publish Advertisement of a Request for Proposals for New Renewable Capacity and Energy (LIPA 2015 Renewable RFP)**
- Res. #233 Approves the Chapter 90 Application of Apple Honda (Used Car Tent Sale – May 13, 2016 through June 13, 2016)**
- Res. #234 Approves Chapter 90 Application of East End Tourism Alliance (“Paddle Battle” Water Race & Craft Beverage Tasting Event – July 30, 2016)**
- Res. #235 Approves Chapter 90 Application of East End Arts & Humanities Council, Inc. (20th Annual Community Mosaic Street Painting Festival – Sunday, May 29, 2016)**
- Res. #236 Approves the Chapter 90 Application of Riverhead Elks Lodge #2044 (Lawn Mower Races and Children’s Bicycle Races – Sunday, April 17, 2016)**
- Res. #237 Ratifies the Approval of the Chapter 90 Application of Home Depot Development of Maryland, Inc. (Plants, Annuals & Tree Sale – April 1, 2016 through May 15, 2016)**
- Res. #238 Approves Chapter 90 Application of Island Running, Inc. (Armed Forces Day 5K Run/Walk – Saturday, May 21, 2016)**

- Res. #239 Approves the Chapter 90 Application of Manorville Fire Department (Brush Truck Training Event – Sunday, May 22, 2016)**
- Res. #240 Approves Chapter 90 Application of Moustache Brewing Co, LLC (“Second Birthday Celebration” at Polish Town Civic Association Pavilion - Saturday, April 30, 2016)**
- Res. #241 Approves Chapter 90 Application of PC Richard & Son, Inc. (BBQ Tent Sale – May 27, 2016 through May 30, 2016)**
- Res. #242 Authorizes the Supervisor to Execute a License Agreement with Aeros Cultured Oyster Company to Allow the Installation of Floating Upweller Systems (FLUPSY) in East Creek**
- Res. #243 Offers Support to New York State Legislature to Amend the General Municipal Law in Relation to the Creation of the Peconic Bay Regional Transportation Council (Senate Bill #S.3957B/Assembly Bill #A.5474B)**
- Res. #244 Ratifies Execution of a License Agreement with Suffolk County Real Property Tax Service Agency**
- Res. #245 Approves Supervisor to Execute a License Agreement with PB Riverhead LLC**
- Res. #246 Authorizes the Supervisor to Execute an Agreement with ABL Computing, Inc.**
- Res. #247 Authorizes Execution of Contract with Seed Clam Administrator**
- Res. #248 Reappoints Member to the Board of Assessment Review (Judith O’Connell)**
- Res. #249 Sets Date of Annual Riverhead Litter Awareness and Spring Cleanup Day**
- Res. #250 Sets Date and Time of 7th Annual “Great Riverhead Cardboard Boat Race”**
- Res. #251 Authorizes Notice of Public Hearing Regarding Lease between Riverhead Water District and New York Cingular Wireless PCS**
- Res. #252 Pays Bills**

**TOWN OF RIVERHEAD
Community Development Agency**

Resolution # 4

ACCEPTS ANNUAL REPORT AND ANNUAL FINANCIAL REPORT FOR 2015

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Public Authorities Accountability Act of 2005 as amended (the "PAAA") includes Town of Riverhead Community Development Agency (the "CDA") in its definition of a local authority; and

WHEREAS, the PAAA requires the preparation and submission of an Annual Report and an Annual Financial Report to the State Comptroller.

THEREFORE BE IT RESOLVED, that the board of directors of the Community Development Agency hereby accepts the 2015 Annual Report and 2015 Annual Financial Report (attached) of the Town of Riverhead Community Development Agency.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CDA ANNUAL REPORT for FY 2015

As required by the bylaws of the Town of Riverhead Community Development Agency (CDA), the following information is provided for consideration and review by the Members of the CDA.

MEMBERSHIP- The Members of the Corporation shall be the members of the Riverhead Town Board, comprised of the following persons during FY 2015:

Sean Walter, John Dunleavy, James Wooten, George Gabrielsen and Jodi Giglio. In addition, the 2015 CDA was served by: Executive Director Chris Kempner; Chief Finance Officer/Contracting Officer for personal property, Bill Rothaar; and Contracting Officer for real property Robert Kozakiewicz. Neither members nor staff receives any compensation for their duties and responsibilities to the CDA.

The CDA established a Governance and Audit Committee as required by the Public Authorities Act of 2005 as amended (the "PAAA"). Sean Walter and John Dunleavy were appointed to the Governance Committee. Sean Walter, Deputy Supervisor Jill Lewis and George Gabrielsen were appointed to the Audit Committee. All other CDA policies and procedures required by the PAAA relating to investment, salary/compensation, whistleblowing, acquisition and disposition of real property and personal property, procurement, defense and indemnification for Directors, ethics, travel, were ratified by CDA Resolution #2, adopted January 6, 2015.

BACKGROUND

The Town of Riverhead is a rural municipality with a population of approximately 34,000, located on the east end of Long Island in Suffolk County. Riverhead is within a commutable distance of all of Suffolk and Nassau Counties. The total Town budget for FY 2015 was just under \$46,000,000.00. The five member Riverhead Town Board is the governing legislative body and consists of a supervisor and four council members, all of whom are elected at large.

The Town Board acts separately in its capacity as the CDA Board, which is empowered under New York State General Municipal Law to foster economic development. The CDA consists of the Chairman (the Town Supervisor) and the four Town board members. In the capacity as the economic development agency of the Town of Riverhead, the CDA administers and secures financing for numerous downtown revitalization projects and public improvement projects.

The CDA, established in 1982, has been proactive in fostering economic revitalization in the downtown business district and was a major impetus in the establishment of a 3.2 acre waterfront aquarium. In addition, the CDA took title to the former Naval Weapons Industrial Reserve Plant at Calverton in 1998 as the result of special federal legislation, and as such is charged with the task of overseeing economic development at the 2,900 acre site. Using powers granted under New York State Urban Renewal Law, pursuant to Section 505 of Article 15, the Community Development Agency has played a critical role in economic development at Calverton Enterprise Park, as well as downtown. Since 1998, the Calverton Enterprise Park real property, improved with buildings and infrastructure, has been leased and sold pursuant to the disposition of property procedures of Section 507 of the Urban Renewal Law.

Urban Renewal Areas. The CDA has designated several Urban Renewal Areas for the purpose of encouraging neighborhood revitalization and economic development. *The designated Urban Renewal Areas include: 1) Calverton Enterprise Park (EPCAL), 2) Millbrook Gables residential community, 3) East Main Street Downtown Business District and 4) Railroad Avenue Corridor.* Within the designated boundaries of the urban renewal areas, available incentives are provided where feasible to attract investment and assist owners and businesses in improving their properties.

Portions of the Calverton Enterprise Park and East Main Street Urban Renewal Areas were designated Empire Zones, a program that was sunsetted by New York State on June 30, 2010. This designation was initiated and administered by the CDA for its economic development benefits. Low interest loans and grants have also been made available to increase investment in these targeted areas. For instance, within the East Main Street Urban Renewal Area, the CDA has successfully developed an aquarium as a major tourist attraction, sold the 1930s art deco Suffolk Theatre for reuse, has completed restoration of an 1881 historic opera house, invested \$500,000 in historic restoration of properties occupied by the East End Arts Council, as well as assisting in the development of a 100 room hotel expansion at Long Island (formerly Atlantis) Aquarium and Exhibition Center and three new mixed use housing/retail developments on Peconic Avenue, one that incorporated a currently deteriorated structure and the other that revitalized a vacant building located at the gateway to downtown that now is an active revitalized historic anchor building with retail, office and housing completed in 2010. In 2015, redevelopment of the formerly vacant Woolworth department store into a thriving mixed use building was completed and 19 workforce housing units were completed with 24,000 square feet of commercial on the first floor. The CDA often works with federal, state and county incentive programs to encourage private investment into the Urban Renewal Areas.

CDA MISSION STATEMENT

The CDA's mission is to foster economic revitalization in the Town of Riverhead Urban Renewal Areas to implement projects that improve the environment, economy and quality of life of the Riverhead Town residents, businesses and visitors through creation of jobs, development of infrastructure, generation of additional tax revenue, and leveraging investment of capital in the Town of Riverhead.

Measurements by which the CDA and the achievement of its goals may be evaluated by the following:

- Investment dollars and leveraging (public and private funding);
- Renovation of blighted and vacant areas, buildings and infrastructure;
- Infrastructure development;
- Tax base expansion;
- Jobs created; and
- Quality of life enhancements (preservation and open space, recreation, enhancement of environment, transportation and housing choices)

Below is a list of projects that have advanced these goals during 2015.

DOWNTOWN ACTIVITY IN 2015

The Community Development Agency actively pursues grant funding to incentivize private developments in Downtown Riverhead. In the past 10 years the CDA through the Town has secured several million dollars in funding towards private and public projects. A partnership with NYS DHCR Main Street program provides up to 75% towards façade and interior renovations for businesses in the Business Improvement District (BID) area. Downtown Riverhead has an active BID Association that provides extensive programming to attract visitors <http://riverheadbid.com/>. Additionally the Downtown area has a shared municipal parking district to provide parking, an historic district triggering historic rehabilitation tax credits¹, and an urban renewal area triggering New Market Tax Credit availability for projects over \$5 million. Extensive information regarding the downtown infrastructure and special districts is available online in the East Main Street Urban Renewal Area Plan and accompanying GEIS located at <http://www.townofriverheadny.gov/pView.aspx?id=35106&catid=118>. The CDA East Main Street Urban Renewal Plan (<http://riverhead.municipalcms.com/docview.aspx?docid=27952>), final Generic Environmental Impact Statement (located at <http://riverhead.municipalcms.com/docview.aspx?docid=27953>), and Findings Statement for the GEIS (located at <http://riverhead.municipalcms.com/docview.aspx?docid=27954>) issued and adopted in October 2008.

In 2015, the CDA and the Town of Riverhead Community Development Department assisted several significant downtown revitalization projects including:

- Woolworth Revitalization, LLC, (130 East Main Street), a multimillion dollar mixed use residential redevelopment of 36,000 square feet of formerly vacant and blighted space supported in part with \$75,000 in NYS DHCR Main Street funds and a \$250,000 infrastructure development subsidy approved by the Suffolk County Legislature, funded through the county's affordable housing opportunities. The 19 second floor apartments, built in 15,000 square feet on the second floor, meet the county's affordable housing requirements for tenant income and rent subsidies. The units will be marketed by the L.I. Housing Partnership, which screens and qualifies tenants for the site. The project received a special permit after a Town Board public hearing to allow a new gym use as part of the redevelopment. Additionally, commercial tenants include Robert James Salon, Riverhead Flower Shop and Goldberg's Bagels.
- Sale of the formerly town owned/vacant historic "Second Street Firehouse" to a private developer for use as a County Agri-tourism center (NYS Empire State Development awarded a \$500,000 grant towards the capital improvements and a \$200,000 "I LOVE NY" marketing grant towards promotion of the facility.

¹ In March 2012, a section of downtown Riverhead was approved for New York State's Register of Historic Places. The same area was approved for inclusion on the National Register of Historic Places on August 14, 2012, opening the door for huge tax benefits for those looking to renovate and improve old buildings. The boundaries of the district run along Main Street, from Griffing Avenue in the west to Maple Avenue in the east, and include parts of Peconic, Roanoke, East and Maple avenues in between. Currently, the Town of Riverhead has submitted an application to expand the Downtown Riverhead Historic District using funds from the NYS DOS BOA grant.

- Opening of the Riverhead Winter Farmer’s market in a formerly vacant storefront on Main Street.
- Opening of PeraBell and Sonoma Grill Restaurants.
- Restoration of the former dilapidated and vacant historic Preston House to accommodate a new restaurant and additional hotel units to be operated by Atlantis Holdings, LLC.
- NYS Department of State Brownfield Opportunity Grant (\$567,000 total with \$467,000 contract currently awarded to Nelson, Pope, Voorhis, LLC) for revitalization plan for NYS Route 25/Peconic River corridor from Tanger Outlets to Riverhead Town Hall;
- Suffolk Theatre Revitalization (former CDA property transferred to private developer to be renovated from vacant building to active theater through private funding and New York State Department of Housing and Community Renewal Main Street grant funds);
- Infrastructure improvements including NYS DOT design for \$1.2 million rehabilitation of the Main Street sidewalks from Ostrander to Tanger Outlet Mall;
- Renovation and leasing of 30 West Main Street www.thirtywestmain.com (commercial office in formerly vacant building);
- Acquisition and renovation of 20 West Main Street (commercial building with 2 vacant top floors);
- Site plan approval for Peconic Crossing workforce housing project of 48 residential units and associated parking on location of the Long Island Science Center;
- Various other façade and building improvements in the downtown area funded by New York State Department of Housing and Community Renewal Main Street grant funds;
- 2015 businesses opened:
 - Woolworth Revitalization (128 E. Main Street – 19 additional housing units, Riverhead Flower Shop);
 - 30 West Main – commercial office in formerly vacant building;
 - 20 West Main – renovation of commercial building with 2 vacant top floors;
 - Riverhead Indoor Farmers Market
 - PeraBell, Sonoma Grill and Mazi Restaurants
- Approximately 770 municipally owned parking spaces walkable to downtown;
- Coordination of Taste North Fork with East End Tourism Alliance.

CALVERTON ENTERPRISE PARK (EPCAL) ACTIVITY IN 2013

EPCAL. New York State (NYS) has identified EPCAL, the largest commercial industrial subdivision in the northeast, as a uniquely important development priority by adopting Special Act S3643A/A4678A for organized and expeditious redevelopment of this urban renewal area. EPCAL provides a shovel ready site with 90 day permit approval pursuant to special NYS legislation that incentivizes private investment into an Urban Renewal Area by streamlining the approval process and in turn, lowering the cost of doing business. Given the large size of undeveloped acreage and the existing infrastructure, the EPCAL site is well suited to attract “game changer” industries for an enhanced development rather than just a conventional industrial park.

The current goal for redevelopment of EPCAL at the federal, state, county and local level is to create higher paying manufacturing and construction industries jobs. EPCAL provides proximity

to a highly skilled and technically trained workforce, educational and training system, and supply chain partners. Long Island has played a prominent role in engineering, aerospace, energy and other scientific research. Brookhaven Department of Energy research is located 10 miles from the EPCAL site <http://www.bnl.gov>. Stony Brook University operates the Calverton Business Incubator on 50 acres of the EPCAL site along NYS Route 25. <http://www.stonybrook.edu/calverton/>

The Reuse & Revitalization of EPCAL is one of the largest economic development projects in the Northeast. The goals and objectives of the EPCAL Reuse & Revitalization Plan are consistent with the local and regional goals and promise to promote and encourage uses that promote environmental quality and reduce reliance on imported fuels, i.e. solar; high-tech energy and/or green technology businesses; compliment and support the local agricultural economy, i.e. food processing; food distribution; appropriate industrial and commercial development to accommodate regional growth influences; use of the rail spur to support investment and development and reduce and/or mitigate traffic; and strengthen relations and coordinate with Stony Brook University (SBU), which operates the Calverton Business Incubator on 50 acres of the EPCAL site along NYS Route 25, and the Brookhaven National Laboratory for creation of and promotion of the site i.e., high-tech business/research park.

EPCAL History. The Enterprise Park at Calverton (EPCAL) located in the Town of Riverhead is a planned redevelopment of a 2,900-acre property formerly owned by the federal government and leased to the Grumman Corporation for final assembly and flight-testing of military aircraft. In 1996, defense downsizing resulted in closure of the Grumman facility and the U.S. Government transferred the site to the Town of Riverhead Community Development Agency (CDA) in September 1998 for economic development with the goals to: 1) attract private investment; 2) increase the tax base; 3) maximize job creation; and 4) enhance the regional quality of life. A 1998 comprehensive reuse planning study of the EPCAL site identified a mix of industrial and regional recreational uses as the best means to achieve these goals.

The Town of Riverhead sold the industrial core at EPCAL in 2001 to M-GBC, LLC, which subdivided the parcel into approximately 40 lots and sold to industrial users – with many interested in additional expansion at EPCAL. Approximately 36 businesses with 600 employees exist in the industrial core.

In 2015, Luminati Aerospace LLC purchased property in the industrial core to house a new aerospace technology company focused on research, development, testing and manufacturing of next generation unmanned aerial vehicles or UAVs. Luminati Aerospace was initially drawn to Calverton because of its runway facilities as well as the historic role of Calverton and Long Island in the history of aviation. The UAVs that Luminati Aerospace will research, develop, test and manufacture will be solar electric and the business model will be high technology and “green” with little or no noise. The project is funded by a client of Luminati Aerospace that is a Fortune 250 Company that will use the UAVs produced for public good. To achieve the client’s goals, Luminati Aerospace assembled a “dream team” of engineers and university professors to work on the project and anticipates immediately creating forty jobs and the project is anticipated to take more than two years. After the initial project in concluded, Luminati Aerospace plans to

establish itself as a major force in the global, aerospace industry focusing on cutting edge, high technology aerospace manufacturing. It is anticipated this manufacturing will trigger significant expansion of Luminati facilities and create a substantial number of additional jobs.

To further this rollout of a completely new manufacturing industry, Luminati Aerospace requires use and management of the Easterly Runway at Calverton Enterprise Park for testing of the UAVs and accommodation of supporting aircraft. The CDA board via a Qualified and Eligible Sponsor public hearing process and public hearing held on October 20, 2015, designated Luminati Aerospace LLC and 400 David Court LLC as Qualified and Eligible for purposes of entering into a Runway Use Agreement for a portion of Calverton Enterprise Park, specifically the Easterly Runway/Taxiway and Tie-Down Area for an initial term of ten years beginning November 4, 2015 and ending October 31, 2025, with an option to extend the agreement for up to two additional ten year terms.

EPCAL Subdivision Progression. In 2011, the CDA executed an agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton including but not limited to development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process.

In 2013, the CDA adopted a development plan for EPCAL including proposed subdivision map, full environmental assessment form, draft scope of issues for the anticipated supplemental generic environmental impact statement, as well as authorized commencement and preparation of the supplemental generic impact statement for purposes of study of potential environmental impacts. The CDA accepted and adopted findings and recommendations of a market study prepared by RKG Associates and authorize VHB to proceed with environmental review of Development Plan “A” and alternate development plan as presented on December 8, 2011. The RKG market study and absorption analysis for EPCAL to support the VHB plan projections indicate total non-residential square footage build out at EPCAL to be approximately 2 million square feet on 150 acres by 2025 based on a rate of absorption of 132,000 square feet on ten acres per year.

By Town of Riverhead CDA Resolution #10 dated June 18, 2013, the Town of Riverhead Board, upon completion of coordinated review pursuant to 6 NYCRR Sect. 617.6 declared itself Lead Agency; classified the proposed action as a Type I action pursuant to 6 NYCRR Sect. 617.4; adopted a Positive Declaration requiring a Draft Supplemental Generic Environmental Impact Statement be prepared and conducted a formal public scoping.

By Town of Riverhead CDA Resolution #14 dated October 1, 2013, the Town of Riverhead Board, upon review of all comments made at the public scoping hearing adopted a Final Scope for the Draft Supplemental Generic Environmental Impact Statement (“DSGEIS”) supporting the subdivision available for public review online and in hard copy at the Office of the Town Clerk.

Town of Riverhead CDA Resolution #11 dated August 7, 2014, authorized acceptance, filing and publishing notice of completion of the Draft Supplemental Generic Environmental Impact

Statement (“DSGEIS”) for a comprehensive development plan for EPCAL (EPCAL Reuse & Revitalization Plan), Amendment to the Town of Riverhead Comprehensive Master Plan, Amendment to the Zoning Code and Map to rezone the property to the PD Zoning District, and Subdivision of the EPCAL property. Town of Riverhead CDA Resolution #12 authorized the publish and post of notice of the Public Hearing on the DSGEIS; Amendments to the Town of Riverhead Comprehensive Master Plan, Zoning Code and Map; and the Subdivision that was held September 3, 2014. VHB prepared a Final Supplemental Generic Environmental Impact Statement (FSGEIS) in accordance with Section 617.10 of 6 NYCRR (SEQR) that provided responses to substantive comments in response to the public hearing and review. The Town Board via Town of Riverhead Resolution #190 dated March 15, 2016 accepted and filed notice of completion of the FSGEIS.

Town of Riverhead CDA Resolution #13 dated August 7, 2014, authorized submission of the EPCAL Reuse & Revitalization Plan (an updated and amended Urban Renewal Plan for the redevelopment of a portion of property identified and designated as an Urban Renewal Area under the Original Urban Renewal Plan “Calverton Enterprise Park Urban Renewal Plan”) to the Riverhead Planning Board and CDA Resolution #16 dated August 19, 2014 authorized the Supervisor to execute the application for the Subdivision and referred the application for the Subdivision to the Planning Board for the Town of Riverhead. Town of Riverhead CDA Resolution #14 dated August 7, 2014, authorized the publish and post of notice of the Public Hearing on the EPCAL Reuse & Revitalization Plan that was held September 3, 2014.

These documents including proposed revised land use plan and updated market assessment are available at <http://www.townofriverheadny.gov/pview.aspx?id=32339>.

In 2015, the CDA Board advanced efforts to sell the EPCAL subdivision make. The CDA board authorized a Request for Proposals for NYS licensed real estate brokers to market, sell or lease property at EPCAL via CDA Resolution #3 adopted March 3, 2015.

The Calverton Rail Spur continues to operate freight rail access to the industrial park. In 2008, the CDA board authorized and issued an RFP for rail design engineers for the Calverton Rail Access and Development Project and selected HDR, Inc., as the consultant for the project. In December 2008, the CDA authorized HDR to proceed with initial preliminary planning for the Calverton Rail Access Rehabilitation Project. In March 2009, the CDA board authorized HDR to proceed with the \$75,000 NYSERDA grant funded design portion of the project and in December 2009, the CDA board authorized HDR, Inc. to continue planning for the project with \$650,000 New York State Empire State Development grant funding secured in October 2009. In December 2009, the CDA board authorized the Calverton Rail Access Project to receive American Reinvestment and Recovery Act funding from the New York State Department of Transportation for the construction of the Calverton Rail Access Rehabilitation Project in an amount up to \$4.8 million. In April 2010, the project received a Gold GREENLites Transportation Sustainability Award from New York State Department of Transportation. The project broke ground in May 2010 and made significant progress toward completion by the time weather shut down construction in December 2010. Construction was completed and the rail ready for operation by close of 2012.

The Town of Riverhead Calverton Sewer District is finalizing plans for a \$7.5 million upgrade to the Calverton Sewage Treatment Plant (STP) from secondary to tertiary treatment that will also relocate the outflow pipe from McKay Lake, that is hydrologically connected to the Peconic Estuary to north of the groundwater divide. Senator LaValle successfully included a \$5 million dollar grant towards the upgrade in the 2014 NYS budget. Also in 2014, New York State Long Island Economic Development Regional Council awarded a grant of \$1.34 million towards the upgrade, the NYS DEC awarded a \$476,000 towards the upgrade through the Water Quality Improvement Program. Suffolk County awarded \$125,000 under the 1/4% Clean Water grant program in 2015.

RAILROAD AVENUE CORRIDOR ACTIVITY IN 2014

On behalf of New York State Courts, Suffolk County is charged with providing adequate facilities for court functions in Suffolk County. Suffolk County over a 15 year period has renovated and expanded existing buildings located adjacent to the Railroad Avenue Corridor to introduce 8 new courtrooms for a total of 18 courtrooms and larger jury space. In late 2013 Suffolk County completed construction on 5 additional vacated courtrooms thus bringing the facility to full occupancy. This expansion has generated significant activity in the Railroad Avenue Corridor and the Town anticipates renewed interest in private investment for redevelopment of the area. To encourage investment in the Railroad Avenue Corridor the CDA and Town have made affirmative efforts to remove blighted, vacant and dilapidated buildings. In 2015, The Town of Riverhead initiated legal action to compel demolition of a dilapidated building known as the former Courthouse Restaurant, 307 Griffing Avenue, Riverhead. The Town anticipates demolition of the building within the coming months of 2016.

ADDITIONAL CDA ACTIVITIES

The CDA submitted funding applications to the New York State Long Island Economic Development Regional Council to fund enhance water infrastructure to support expansion of the subdivision at Calverton Enterprise Park and was awarded \$125,000 towards the \$625,000 project.

The Main Street grant awarded in 2012 by NYS DHCR to support commercial and residential development in the East Main Street Urban Renewal Area continued to move forward with renovation of 15 buildings. The Town maintained a contract with Nelson Pope Voorhis awarded in 2012 through NYS DOS BOA grant to redevelop the Main Street corridor from the back entrance of Tanger Outlets through Hubbard Avenue in Downtown Riverhead that includes the East Main Street Urban Renewal Area. Under the contract the existing Historic District will be expanded.

AGREEMENTS ENTERED INTO BY THE CDA IN 2015

Agreements entered into by the CDA in 2015 include:

- 1) Retainer Agreement with Cushman & Wakefield of Long Island, Inc., for real estate brokerage services (marketing, sales and leasing) related to property owned by the CDA and to represent the CDA Board in negotiations with Designated Developers/Investors in reference to redevelopment at EPCAL;

- 2) License Agreement with Riverhead Adventures, LLC for a one week term to conduct a 5K recreational run on May 30, 2015;
- 3) License Agreements with Raw TV, Ltd. for use of portions of Calverton Enterprise Park at Calverton Western Runway/Taxiway, and the picnic access road, Grumman Boulevard/River Road, Calverton for filming on May 7th, 2015, for a fee of \$700 and on June 8th, 2015, for the additional license fee of \$400;
- 4) License Agreements with Will Gentile D/B/A Heavy Metal Concepts for use of portions of Calverton Enterprise Park at Calverton Western Runway/Taxiway for videotaping on September 18th, 2015 for a fee of \$400;
- 5) License Agreements with Princess Productions Ltd. for use of portions of Calverton Enterprise Park at Calverton Western Runway/Taxiway for videotaping on September 12th, 2015 for a fee of \$1,000;
- 6) Runway Use Agreement with Luminati Aerospace LLC and 400 David Court LLC (designated as a Qualified and Eligible Sponsor via a public hearing process and public hearing held on October 20, 2015) for use of portions of Calverton Enterprise Park at Calverton Easterly Runway/Taxiway and Tie-Down Area for a rental price of \$31,810 per annum, subject to an annual cost of living increase, with an initial term of ten years beginning November 4, 2015 and an option to extend the agreement for up to two additional ten year terms. During the term of the Agreement, Luminati Aerospace shall be responsible for maintaining the runway, taxiway and tie-down areas;

Existing agreements the CDA continued during 2015 entered into in previous years:

- 7) Retainer agreement with the law firm Smith, Finkelstein, Lundberg, Isler and Yakaboski as Special Counsel in Connection with the Redevelopment of EPCAL;
- 8) Agreement with New York & Atlantic Railway Company to use railroad track and rail infrastructure at EPCAL to conduct freight rail operations;
- 9) Authorized Right of Entry on CDA premises and use of credits for freight rail track to CAPS Realty Holdings LLC and Eastern Wholesale Fence;
- 10) Board authorization to transfer of all title, interest and possession to the building known as the "Henry Pfeifer Community Center" and the existing improvements adjacent to and related to use of the building to the Town of Riverhead for consideration of one dollar for future development as the Town animal shelter;
- 11) Temporary License Agreements and Option Agreement with Insurance Auto Auctions for use of a portion of the 7,000 foot runway, associated 7,000 and 10,000 foot taxiways (2012 fees - \$437,000; 2013 fees- \$1,384,000; 2014 fees - \$25,000; 2015 fees - \$25,000. Total fees- \$1,871,000);
- 12) Agreement with VHB Engineering, Surveying and Landscape Architecture, P.C. (VHB) to update the Comprehensive Reuse Plan for the 2,900 acre Calverton site formerly known as the Naval Weapons Industrial Reserve Plant at Calverton, including but not limited to development of a revised land use plan and associated zoning, updated market assessment, preparation of subdivision plan, and assistance in the administration of the SEQRA process

DESCRIPTION OF MATERIAL PENDING LITIGATION

The Town of Riverhead Community Development is not a defendant in any pending lawsuits and as such, there is no pending litigation known that will have a material adverse effect on the financial condition of the Town.

GRANT FUNDING

Enhancement of EPCAL Sewer Infrastructure. Senator LaValle successfully included a \$5 million dollar grant towards the Calverton STP upgrade in the 2014 NYS budget. Also in 2014, New York State Long Island Economic Development Regional Council awarded a grant of \$1.34 million towards the upgrade, the NYS DEC awarded a \$476,000 towards the upgrade through the Water Quality Improvement Program. Suffolk County awarded \$125,000 under the 1/4% Clean Water grant program in 2015 towards the \$7.5 million upgrade from secondary to tertiary treatment that will also relocate the outflow pipe from McKay Lake, that is hydrologically connected to the Peconic Estuary to north of the groundwater divide.

Enhancement of EPCAL Water Infrastructure. In 2015 the CDA applied for and received a \$125,000 grant from NYS ESD towards construction of an interconnection between the Riverhead Water District and the Suffolk County Water Authority to develop water infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island.

CDA Parks Projects. The CDA applied for and received notification of a \$100,000 grant from the New York State Office of Parks, Recreation and Historic Preservation in 2006 for funding under the Recreational Trails Program towards the development of an 8.9 mile multisport athletic trail. The project was bid, awarded and substantially constructed in 2010 and a significant amount of the grant funds were received for reimbursement by year-end 2010. The project augments a town park project initiated by the CDA in 2001 involving \$600,000 in grant funds from the New York State Office of Parks Recreation and Historic Preservation for public recreational improvements. Phase I was designed and engineered in 2006 and under construction in 2007/8. The majority of funds were expended in 2007 and a majority of the grant funds were received for reimbursement by year-end 2008. Close out and final audit of the Phase I grant funds were completed in 2011. Additional work on Phase II of the ballfield development continued in 2011 with entrance improvements to the ballfields and was completed in 2014. In 2015, Suffolk County committed an additional \$250,000 to support completion of the trail.

Calverton Rail Access Rehabilitation Project. The CDA applied for and received notification of a \$75,000 grant from the New York State Energy Research and Development Authority (NYSERDA) in 2008 for funding under the Sustainable Transportation Systems Program towards design and logistics associated with rehabilitation of 2.65 miles of an existing rail spur that links Long Island Rail Road mile post 69.1 to the Calverton Enterprise Park. The infrastructure project is expected to remove vehicles from the roads, mitigate traffic congestion and allow area businesses to compete more effectively through reduced shipping costs and lower the prices of goods. In 2009, the CDA accepted the grant award from NYSEERDA and entered into a professional services agreement with HDR, Inc. to proceed with design of the Calverton Rail Access Rehabilitation Project funded by NYSEERDA. In December 2009 the CDA board authorized HDR, Inc. to continue planning for the project with additional Town and CDA funds augmented with \$650,000 funding secured in October 2009 from New York State Empire State Development. In 2010 the CDA board authorized the Calverton Rail Access Project to receive American Reinvestment and Recovery Act funding from the New York State Department of Transportation for the construction of the Calverton Rail Access Rehabilitation Project in an

amount up to \$4.8 million. In April 2010 the project received a Gold GREENLites Sustainability Award from New York State Department of Transportation. The project broke ground in May 2010 and made significant progress toward completion by the time weather shut down construction in December 2010. Construction restarted in 2011 and was completed in 2013 with the rail ready for operation. In 2015 the CDA Board authorized drawdown of funds by Eastern Wholesale Fence and C.A.P.S Realty, in the sum not to exceed \$244,868.64 for construction of rail and sidings on the Eastern Wholesale Fence property.

TOWN OF RIVERHEAD

Resolution # 195

**ADOPTS AMENDMENT TO INVESTMENT POLICY FOR THE
TOWN OF RIVERHEAD**

Councilwoman Giglio offered the following resolution,

which was seconded by Supervisor Walter

WHEREAS, pursuant to New York General Municipal Law §§10,11 and 39, each local government, including the Town of Riverhead, shall by resolution adopt a comprehensive investment policy which details the local government's operative policy and instructions to officers and staff regarding the deposit, investing, monitoring and reporting of funds of the local government; and

WHEREAS, the Town Board, by Resolution #774 adopted on November 18, 2014, adopted an Investment Policy for the Town of Riverhead; and

WHEREAS, the Town Board desires to amend the current Investment Policy for the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby adopts the attached amended Investment Policy for the Town of Riverhead; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared TABLED

INVESTMENT POLICY FOR THE TOWN OF RIVERHEAD

I SCOPE

This investment policy applies to all moneys and other financial resources available for investment on its behalf or on behalf of any other entity or individual.

II OBJECTIVES

The primary objectives of the local government's investment activities are, in primary order:

- to conform with all applicable federal, state and other legal requirements
- to adequately safeguard principal
- to provide sufficient liquidity to meet all operating requirements; and
- to obtain a reasonable rate of return

III DELEGATION OF AUTHORITY

The Town Board's responsibility for administration of the investment program is delegated to the Town Supervisor who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a database or records incorporating description and amounts of investments, transaction dates and other relevant information and regulate the activities of subordinate employees.

IV PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Riverhead to govern effectively.

Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V DIVERSIFICATION

It is the policy of the Town of Riverhead to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI INTERNAL CONTROLS

It is the policy of the Town of Riverhead for all moneys collected by any officer or employee of the government to transfer those funds to the Town Supervisor within ten days of deposit, or within the time period specified in law, whichever is shorter.

The Town Supervisor as chief fiscal officer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

The Town Board, in order to implement the investment policy, authorizes the Financial Administrator or his deputy, under the control and direction of the Financial Administrator, to undertake the necessary ministerial day to day functions regarding the temporary investments of monies and to further carry out the cash management for town funds and related collateral management matters subject to and consistent with General Municipal Law, Section 11.

VII DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of Town funds:

Depository Name

Suffolk County National Bank	Capital One
Citibank	Chase

VIII COLLATERALIZATION OF DEPOSITS

In accordance with the provisions of General Municipal Law, Section 10, all deposits of the Town of Riverhead, including certificates of deposits and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured pursuant to and consistent with the provisions of General Municipal Law, ~~Section 19~~ Section 10 (3) ~~(4)~~(a) through (d):

- 1) By a pledge of "eligible securities" with an aggregate "market value", or provided by General Municipal Law, Section 10, equal to the 102% of the aggregate amount of deposits from the categories designated Appendix A to this policy.
- 2) By an eligible "irrevocable letter of credit" issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

- 3) By an eligible "irrevocable letter of credit" issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, for the payment of 100% of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.
- 4) By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The terms and conditions of any eligible surety bond shall be approved by the governing board.
- 5) Under the amendment of General Municipal Law Chapter 128, Sections 10 and 11, ~~local governments~~ the Town may authorize their designated depository bank or trust company to arrange for the "redeposit" of the local government's funds, for the account of the local government, in one or more "banking institution," through a deposit placement program, subject to a placement program that meets criteria set forth in Section 10 (2)(a)(ii)(A) through (D).

IX SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by the depository and/or a third party bank or trust company subject to security and custodial agreements. The Supervisor shall be authorized to execute all and any necessary security, custodian and collateral agreements on behalf of the Town of Riverhead.

The security agreement shall provide that eligible securities are being pledged to secure the Town's deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collections of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the Town of Riverhead to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Town of Riverhead, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Riverhead or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for the Town of Riverhead, will be kept separate and apart from the general assets of the custodian bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitute of securities when a change in the rating of a security may cause in-eligibility.

X PERMITTED INVESTMENTS

As authorized by General Municipal Law, Section 11, the Town Board authorizes the chief fiscal officer to invest moneys not required for immediate expenditure in the following types of investment:

- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- Obligations issued pursuant to Local Finance Law Section 24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district cooperation other than the Town of Riverhead;
- Obligations of public authorities, public housing authorities, urban renewal agencies and industrial development agencies where the general State statutes governing such entities or whose specific enabling legislation authorizes such investments;
- Certificates of Participation (COPs) issued pursuant to GML, Section 109-b;
- Obligations of the Town of Riverhead, but only with any moneys in a reserve fund established pursuant to GML, Section 6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Riverhead within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Town of Riverhead within two years of the date of purchase.

XI AUTHORIZED FINANCIAL INSTITUTES AND DEALERS

The Town of Riverhead shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the Town conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition at the request of the Town. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The chief fiscal officer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII PURCHASE OF INVESTMENT

The chief fiscal officer is authorized to contract for the purposes of investment:

- 1) By participating in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion #88-46, and the specific program has been authorized by the Town Board.
- 2) By utilizing an ongoing investment program with an authorized tracking partner pursuant to a contract authorized by the Town Board.

All purchased obligations, unless registered or inscribed in the name of the Town of Riverhead, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank in trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Riverhead by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, Section 10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the Town of Riverhead, will be kept separate and apart from the general assets of the custodian bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the Town a perfected interest in the securities.

Appendix A

Schedule of Eligible Securities

- _____ (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- _____ (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- _____ (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- _____ (iv) Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- _____ (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical organization.
- _____ (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- _____ (ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.
- _____ (x) Commercial paper and bankers acceptances issued by a bank other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
- _____ (xi) Zero obligations of the United States government related as "Treasury strips".

TOWN OF RIVERHEAD

Resolution # 196

2016 SKATE PARK PROJECT AT STOTZKY PARK

BUDGET ADOPTION

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Superintendent of Recreation requests a transfer of funds from the Park and Recreation Special Trust Fund for the Skate Park at Stotzky Park.

RESOLVED, that the Riverhead Town Board authorizes the Accounting Department to establish the following budget and make the necessary transfers from the Special Trust Park and Recreation Account:

		<u>FROM</u>	<u>TO</u>
736.092705.421050.	Transfer from Park and Rec Fees	55,000	
406.071100.523000.70161	Skate Park Improvement		55,000

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Recreation and the Accounting Departments.

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 197

CAPITAL PROJECT # 20039
PARKWAY STREET LAUNDRY

BUDGET ADJUSTMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Riverhead Sewer District has received \$5,000.00 from the developer for additional Map and Plan engineering services needed at 1044 Parkway Street Laundry.

RESOLVED, that the Supervisor be, and hereby authorized to establish the following budget adjustment:

	<u>FROM</u>	<u>TO</u>
414.092705.421050.20039 Developer Fees	5,000.00	
414.081300.543504.20039 Professional Services-Engineer		5,000.00

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Sewer Departments.

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 198

STONELEIGH RETIREMENT COMMUNITY PHASE III
WATER CAPITAL PROJECT #30114

BUDGET ADJUSTMENT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a budget adjustment of \$1,856.52 is necessary to cover \$2,675.52 of additional construction costs associated with labor and materials at Stoneleigh Retirement Community Phase III; and

WHEREAS this additional work was completed by the Riverhead Water District.

RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
412.083200.547900.30114	Contingency	1,856.52	
412.083200.523002.30114	Construction		1,856.52

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Water Departments.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 199

STONELEIGH RETIREMENT COMMUNITY PHASE IV
WATER CAPITAL PROJECT #30123

BUDGET ADJUSTMENT

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Water District along with H2M request a budget adjustment to cover additional construction work for Stoneleigh Woods, Phase IV.

RESOLVED, that the Supervisor be, and is hereby, authorized to establish the following budget adjustment:

		<u>FROM</u>	<u>TO</u>
412.083200.547900.30123	Contingency	2,442.73	
412.083200.523002.30123	Water Mains/Laterals		2,442.73

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Accounting and Water Departments.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 200

**AUTHORIZES SUPERVISOR TO SIGN AND ACCEPT THE NYS ESD \$125,000
GRANT FOR CONSTRUCTION OF AN INTERCONNECTION BETWEEN
RIVERHEAD WATER DISTRICT AND SUFFOLK COUNTY WATER AUTHORITY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, Governor Cuomo has directed the following State agencies to make New York State funding resources available through the Consolidated Funding Application (“CFA”) process: Empire State Development; NYS Canal Corporation; Energy Research and Development Authority; Environmental Facilities Corporation; Homes and Community Renewal; Department of Labor; Parks, Recreation and Historic Preservation; Department of State; and Department of Transportation; and

WHEREAS, the Long Island Economic Development Regional Council has been charged with developing criteria for project proposals for the Long Island Region that will focus on the near-term creation and retention of jobs, in particular those that leverage public and private investment dollars and provide a return on public investment; and

WHEREAS, the Town of Riverhead Water District and Suffolk County Water Authority seek to construct an interconnection to develop water infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the proposed water infrastructure project will implement Long Island Economic Development Regional Council goals identified in the strategic plan to develop EPCAL in an effort to create jobs, enhance tax base, and incentivize private investment in the region through smart growth development; and

WHEREAS, the water infrastructure project will implement Town of Riverhead CDA goals to redevelop the Enterprise Park at Calverton in an effort to create jobs and generate tax base by supporting targeted sustainable regional growth; and

WHEREAS, the Town of Riverhead Community Development Agency (CDA) on behalf of the Town of Riverhead submitted a funding application to develop enhanced water infrastructure at EPCAL to service businesses in the Town of Riverhead and Eastern Long Island; and

WHEREAS, the NYS ESD recommended funding the EPCAL sewer infrastructure and awarded \$125,000 towards the project.

NOW THEREFORE BE IT RESOLVED, that the Town of Riverhead Board authorizes the Supervisor to accept the CFA Grant Award for funding to support development of enhanced water infrastructure at the Enterprise Park at Calverton; and

BE IT FURTHER RESOLVED, that the Town of Riverhead Board authorizes the Accounting Department to set up appropriate budget lines and authorizes purchase orders as required to be issued; and

BE IT FURTHER RESOLVED, that the Town Clerk forward copies of this resolution to Community Development, the Accounting Department, Water District Superintendent, and the Town Attorney; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 201

AWARDS BID FOR PAINT 2016

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, that the Town Clerk did publish and post a Notice to Bidders for the Town of Riverhead Annual Paint Bid; and

WHEREAS, five (5) bids were received, opened and read aloud in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901 on February 29, 2016 at 2:00 pm; and

WHEREAS, the bids were reviewed and a bid tabulation was prepared and presented to the Town Board for review.

NOW, THEREFORE, BE IT RESOLVED, that the Annual Paint Bid for 2016 be awarded as follows:

Aboff's, Inc. – Item 1, 4, 6, 19,21, 22, 23, 25, 26, 37, 38,51a, 51b, 514c, 52a, 52b, 52c, 52d, 53a, 53b, 54a, 54b, 56, 57, 65

Fourmen Corp. d/b/a Willis Paint – Item 66, 67

Mercury Paint Corporation – Item 7, 18, 27, 31, 32, 44, 45, 49, 51d, 51f, 53a, 53b, 53d, 58, 59, 60, 64

Sherwin Williams Company – Item 2, 3, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 24, 30, 33, 34, 35, 36, 39, 40, 41, 42, 43, 46, 47, 50,55, 61, 62, 63

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to all vendors listed above, the Purchasing Department and the Office of Accounting; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared **TABLED**

2016 PAINT BID

ITEM	PAINT PRODUCTS OR APPROVED EQUAL	UNIT	ABOFFS	FOURMEN	MERCURY	SHERWIN	PIONEER
1	SUPER PAINT STAIN WHITE #A89W1151	GAL	BEN MOORE 19.49	089 BEN MOORE 28.00	PPG 72-45 27.64	SUPER 21.20	NB
2	ONE COAT SELF PRIMING HOUSE PAINT-ASST -BM 103	GAL	BEN MOORE 20.95	103 BEN MOORE 34.00	PPG 76-45XY 28.24	SUPER 19.91	NB
3	OIL BASE HOUSE PAINT EXTERIOR-ASST -BM 110	GAL	NB	P22 BEN MOORE 24.00	PPG 7-01XY 46.60	INDUSTRIAL 17.70	NB
4	EXTERIOR TRIM LATEX ENAMEL-ASST-BM 096	GAL	BEN MOORE 21.49	096 BEN MOORE 36.00	PPG 78-45XY 28.24	SUPER 23.19	NB
5	ALKYD GLOSS SASH & TRIM ENAMEL-ASST -BM 110	GAL	NB	P22 BEN MOORE 24.00	PPG 6-282XY 36.75	INDUSTRIAL 17.70	NB
6	ROYAL ONE COAT CEILING WHITE-BM 258	GAL	BEN MOORE 9.45	258 BEN MOORE 22.00	PPG 17-45 16.81	PROMAR 13.21	NB
7	ROYAL ONE COAT INTERIOR LATEX-ASST -BM 215	GAL	19.49	215 BEN MOORE 28.00	PPG 6-70XX 16.81	CASHMERE 22.55	NB
8	ROYL LATEX SEMI-GLOSS-ASST COLORS-BM 333	GAL	20.99	333 BEN MOORE 33.00	PPG 6-500XX 22.82	PROMAR 18.24	NB
9	ROYAL ALKYD SEMI-GLOSS-ASST COLORS-BM 207	GAL	NB	P24 BEN MOORE 29.00	[[G 6-900XX 28.24	PROCLASSIC 27.61	NB
10	INTERIOR LATEX FLAT-BM 275	GAL	BEN MOORE 14.99	275 BENMOORE 16.00	PG 1210.XX 17.70	PROMAR 15.77	NB
11	INTERIOR VINYL LATEX GLOSS-BM 276	GAL	BEN MOORE 21.95	276 BEN MOORE 19.75	PPG 1251-XX 20.42	PROMAR 16.81	NB
12	EXTERIOR VINYL LATEX FLAT-BM 171	GAL	BEN MOORE 20.99	171 BEN MOORE 19.00	PPG 6-8504 21.62	DURACRAFT 17.61	NB
13	EXTERIOR VINYL LATEX SEMI-GLOSS-BM 170	GAL	BEN MOORE 21.49	170 BEN MOORE 24.00	PPG 6-8524 22.82	DURACRAFT 18.66	NB
14	EXTERIOR VINYL LATEX GLOSS-BM M 28	GAL	BEN MOORE 22.95	P28 BEN MOORE 29.00	PPG 90-1306 46.60	SHERWIN 19.97	NB
15	MASONRY ENAMEL - GLOSS-MB M22	GAL	NB	P22 BEN MOORE 24.00	PPG 7-801XX 46.60	INDUSTRIAL 18.10	NB
16	PORCH & DECK ENAMEL - BM 112	GAL	ABOFFS 24.99	P22 BEN MOORE 24.00	PPG 3-617XX 40.27	INDUSTRIAL 18.10	NB
17	EXTERIOR WOOD STAIN OLYMPIC	GAL	26.51	640 BENJMOORE 28.00	CABOT 35.28	SUPERDECK 15.55	NB
18	WOOD PRESERVATIVE/WATERPROOF, THOMPSON	GAL	WOODLIFE CLASSIC 12.75	THOMPSON 18.00	ZINSSER 11.00	SUPER DECK 14.29	NB
19	FIELD MARKING PAINT, LATEX (5 GAL CONTAINER)	GAL	SEYMOUR 32.40	5 TP WHITE 42/5 GALLONS	SAPOLIN RTU 34.45	NSTRIP 5 GAL 35.00	PIO 32.00
20	AUTOMOTIVE PAINT -OMAHA ORANGE	GAL	NB	NB	NB	NB	NB
	RUSTOLEUM-ASST COLORS OR APPROVED EQUAL						
21	SPRAY-ASST COLORS (SPECIFY OZ/CAN 11.5) 5 STAR	GAL	RUSTOLEUM 2X 3.35	RUSTOLEUM 4.80	KRYLON ASST 4.19	KRYLON 3.43	PIO 43.00
22	RUSTY METAL PRIMER RUST X	GAL	RUSTOLEUM 30.54	RUSTOLEUM 33.00	RUSTOLEUM 34.53	NB	NB
23	NEW METAL PRIMER	GAL	RUSTOLEUM 30.54	RUSTOLEUM 33.00	RUSTOLEUM 34.53	KEM BONO 19.79	NB
24	RUSTOLEUM - ASST COLORS	GAL	NB	RUSTOLEUM 34.00	RUSTOLEUM 34.53	INDUSTRIAL 17.10	NB
	WOOD PRESERVATIVE PRODUCTS OR APPROVED EQUAL						
25	C-W-F CLEAR	GAL	WOODCLIFF CLASSIC 12.75	THOMPSONS 17.00	FLOOD 23.88	SUPERDECK 14.29	NB
26	THOMPSONS WATER SEAL CLEAR	GAL	WOODCLIFF CLASSIC 12.75	18	THOMPSON 18.94	NB	NB
27	WOOD PRESERVATIVE /STAIN EXTERIOR, WOODLIFE	GAL	NB	12.75	ZINSSER 11.00	SUPERDECK 18.71	NB
28	THOMPSON WATER SEAL SOLID COLORS	GAL	NB	640 BEN MOORE 31.00	NB	NB	NB
29	THOMPSON WATER SEAL SEMI-GLOSS	GAL	NB	NB	NB	NB	NB
30	MINWAX WOOD PRESERVATIVE/STAIN INTERIOR ASST	GAL	MINWAX 28.95	NB	MINWAX 26.82	MINWAX 28.54	NB
31	MINWAX INTERIOR GLOSS POLYURETHANE	GAL	OLD MASTERS 36.50	MINWAX 36.00	MINWAX 28.44	MINWAX 48.51	NB
32	MINWAX INTERIOR SATIN POLYURETHANE	GAL	OLD MASTERS 36.50	MINWAX 36.50	MINWAX 28.44	MINWAX 48.51	NB
33	MINWAX EXTERIOR GLOSS POLYURETHANE	GAL	MINWAX HELMSMAN 44.75	NB	LASTNLAST 41.84	MINWAX 39.12	NB
34	MINWAX EXTERIOR SATIN POLYURETHANE	GAL	MINWAX HELMSMAN 44.75	NB	LASTNLAST 41.84	MINWAX 39.12	NB
35	VARATHANE GLOSS WATER BASE	GAL	OLD MASTERS 43.95	32	FLECTO 43.65	SHERWIN 24.20	NB
36	VARATHANE SATIN WATER BASE	GAL	OLD MASTERS 43.95	32	FLECTO 43.65	SHERWIN 24.20	NB
37	VARATHANE GLOSS OIL BASE	GAL	OLD MASTERS 36.50	41	FLECTO 37.23	WOODCLASS 48.51	NB
38	VARATHANE SATIN OIL BASE	GAL	OLD MASTERS 36.50	41	FLECTO 39.49	MINWAX 48.51	NB
39	PITTSBURGH SPEEDHIDE EGG SHELL	GAL	NB	538 BEN MOORE 89.00	PPG 98.94	SHERWIN 59.75	NB
40	PITTSBURGH SPEEDHIDE EGG SHELL	5GAL	NB	538 BEN MOORE 18.00	PPG 19.82	PROP SOL 12.20	NB
41	PITTSBURGH SPEEDHIDE EGG SHELL	GAL	NB	538 BE MOORE 18.00	PPG 19.82	SHERWIN 12.20	NB
42	PITTSBURGH SEMI GLOSS	5 GAL	NB	539 BEN MOORE 89.00	PPG 113.97	SHERWIN 64.90	NB
43	PITTSBURGH SEMI GLOSS	GAL	NB	539 BEN MOORE 19.00	PPG 22.82	SHERWIN 13.20	NB
44	2 PART EPOXY A	GAL	NB	V440 BEN MOORE 48.00	PPG 47.50	NB	NB
45	2 PART EPOXY B	GAL	NB	V440-90 BEN MOORE 14.00	PPG 47.50	NB	NB
46	AQUAPON 09/3/01	GAL	NB	V450 BEN MOORE 36.00	PPG 47.50	SHERWIN 27.12	NB
47	AUQUPON 98-98.01	GAL	NB	50-90 QT BEN MOORE 9.00	PPG 47.50	SHERWIN 12.71	NB
48	LOXON XP WATERPROOFING SYSTEM A24 SERIES	GAL	NB	NB	CABOT 1000 22.18	LOXON 15.21	NB

TOWN OF RIVERHEAD

Resolution # 202

AUTHORIZES TOWN CLERK TO POST AND PUBLISH THE ATTACHED NOTICE TO BIDDERS FOR FIRE AND SECURITY ALARM CONTRACT

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

RESOLVED, that the Town Clerk be and is hereby authorized to post and publish the attached Notice to Bidders for the Town of Riverhead Fire and Security Alarm Contract in the April 14, 2016 issue of the official Town newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Engineering Department, Purchasing Department and the Office of Accounting; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
NOTICE TO BIDDERS

Sealed proposals for the Fire and Security Alarm Contract must be submitted to the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York no later than 4:00 pm on May 5, 2016 and will be publicly opened and read aloud on May 6, 2016 at 11:00 am in the Office of the Town Clerk.

Specifications may be examined and/or obtained on or about April 14, 2016 by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the Bid Form provided and in a sealed envelope clearly marked, "Fire and Security Alarm Contract".

All potential bidders are encouraged to inspect all town facilities listed as part of this bid request. Potential bidders must register with the Engineering Department prior to being escorted by an authorized town employee for all building inspections for April 27, 2016 or April 28, 2016 both starting at 10 am at the office of Engineering, 1295 Pulaski Street, Riverhead, NY 11901. Identification must be presented and will be copied prior to inspection.

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

Comments and/or questions from prospective bidders must be submitted in writing to testa@townofriverheadny.gov no later than 4:00 pm est, April 27, 2016.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, New York 11901

Dated: April 5, 2016

TOWN OF RIVERHEAD

Resolution # 203

AUTHORIZES TOWN CLERK TO POST AND PUBLISH REQUEST FOR PROPOSALS FOR YOUNGS AVENUE LANDFILL TESTING, MAINTENANCE AND MONITORING

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, in order to comply with the approved New York State Department of Environmental Conservation post closure plan for the Youngs Avenue Landfill and to re-affirm the Town of Riverhead commitment to comply with all requirements and scheduled activities as outlined in the NYS DEC approved post closure maintenance and monitoring plan (PCMMP), the Town wishes to solicit requests for proposals for professional engineering firms for services related to the required inspections, testing and reporting activities.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead be and does hereby authorize the Town Clerk to publish and post the attached Request for Proposals for the Youngs Avenue Landfill Maintenance and Monitoring in the April 7, 2016 issue of the official Town newspaper; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a certified copy of this resolution to Kenneth Testa, P.E., Office of the Town Attorney, Purchasing Department and the Office of Accounting.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD
REQUEST FOR PROPOSALS

Sealed proposals for the Youngs Avenue Landfill Maintenance and Monitoring RFP must be submitted to the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York no later than 4:00 pm on April 21, 2016 and will be publicly opened and read aloud on April 22, 2016 at 11:00 am in the Office of the Town Clerk.

Specifications may be examined and/or obtained on or about April 7, 2016 by visiting the Town of Riverhead website: www.townofriverheadny.gov and click on Bid Requests.

Each proposal must be submitted on the Form provided and in a sealed envelope clearly marked, "Youngs Avenue Landfill Maintenance and Monitoring".

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all RFP's, waive any informality in the proposals submitted and accept the proposal which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of a successful request for proposal. Note: RFP responses must be delivered to the Office of the Town Clerk at the address and times listed above. The Town may decline to accept, deem untimely and/or reject any RFP response/proposal that is not delivered to the Office of the Town Clerk.

Comments and/or questions from prospective bidders must be submitted in writing to testa@townofriverheadny.gov no later than 4:00 pm est, April 18, 2016.

BY ORDER OF THE RIVERHEAD TOWN BOARD
DIANE M. WILHELM, TOWN CLERK
Riverhead, New York 11901

Dated: April 7, 2016

TOWN OF RIVERHEAD

Resolution # 204

**AWARDS BID FOR 2016 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE
REPAIR PARTS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, that the Town Clerk did publish and post a Notice to Bidders for the 2016 Street Light and Traffic Signal Maintenance Repair Parts annual bid; and

WHEREAS, seven (7) bids were received, opened and read aloud on February 5, 2016 at 11:00 am in the Office of the Town Clerk, 200 Howell Avenue, Riverhead, NY 11901; and

WHEREAS, the bid were reviewed and a bid tabulation was prepared and presented to the Town Board for review.

NOW, THEREFORE BE IT RESOLVED, that the Town Board be and does hereby award the 2016 Street Light and Traffic Signal Maintenance Repair Parts as follows:

City Energy Services – Item MC7

Schwing Electrical Supply Corporation – Item B1, B2, B3, B4, B5 B6, B7, B8, B9, B10, B11, B12, B13, B14, T1, T2, T3, T4, T5, T6, T9, T10, T11, T12, T13, T14, T15, MC4, MC5, MC6, MC8, MC9, MC16, MC17, MC18, MC19, MC20, MC21, BC1, BC2, BC3, BC4, BC5, TL1, FP1, FP2, FP3, FP13, FP14, FP15, FP16, FP17, FP18, FP19, FP20, FP21, FP22, FP22, BF2, RG1, RG2, FH2, FH3, FH4, ME1, ME2, ME3, ME7, ME8, ME9

Kelly & Hayes Electrical Supply of LI, Inc. – Item TB1, MC3, BF1, PD1, PD2, FH1

Intelligent Traffic Systems, Inc. – Items CA6, CA7, LTS7, LTS8, LTS9, LTS10, LTS11, LTS16, LTS17, LTS18, LTS19

New England Traffic Solutions – Items TB2, TS6, LL4, LL5, LL6, CA4, CA5, CA13, CA17, LTS2, LTS12, ME4, ME5

General Traffic Equipment – Items TS4, TS7, LL1, LL2, LL3, CA8, CA12, CA14, LTS3, LTS4, LTS5, LTS15

Traffic Systems, Inc. – Items TS1, TS2, TS3, LL8, CA2, CA3, CA9, CA10, CA11, CA15, CA16, LTS1, LTS6, LTS13, LTS14, LTS18, LTS20, LTS21
; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of his resolution to City Energy Services, General Traffic Equipment, Intelligent Traffic Systems, Inc., Kelly & Hayes Electrical Supply of LI, Inc., New England Traffic Solutions, Schwing Electrical Supply Corporation, Traffic Systems, Inc. all vendor addresses listed on the open bid report dated 2.5.16; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Engineering, Purchasing Department and the Office of Accounting.

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

2160 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

ITEM #	DESCRIPTION	CTY ENERGY	SCHWING	K&H	INTELLIGENT	NEW ENG	GEN TRAF	TRAFF SYS
<u>BULBS – MEDIUM BASE</u>								
B1	50W HPS LU (C50S68)	NB	5.99	NB	NB	NB	NB	NB
B2	100W MH (M90)-(Court Parking)	NB	8.5	NB	NB	NB	NB	NB
B3	150W HPS LU (C150S68)	NB	5.99	NB	NB	NB	NB	NB
B4	150W MH (M102)-(Court Parking)	NB	8.5	NB	NB	NB	NB	NB
<u>BULBS – MOGUL BASE – HPS LU (CLR)</u>								
B5	70W (C70S62)	NB	6.5	NB	NB	NB	NB	NB
B6	100W (C100S54)	NB	6.5	NB	NB	NB	NB	NB
B7	150W (C150S055)	NB	6.5	NB	NB	NB	NB	NB
B8	250W (C250S50)	NB	6.5	NB	NB	NB	NB	NB
B9	400W (C400S51)	NB	6.5	NB	NB	NB	NB	NB
B10	1000W (C1000S52)	NB	27.5	NB	NB	NB	NB	NB
<u>METAL HALIDE</u>								
B11	175W (MH175/U)	NB	8.75	NB	NB	NB	NB	NB
B12	250W (MH 250/U)	NB	9.25	NB	NB	NB	NB	NB
B13	400W MH (H33)-(Municipal Garage)	NB	9	NB	NB	NB	NB	NB
B14	1000W (MH100/U)	NB	21	NB	NB	NB	NB	NB
B15	1500W (MH 1500/BU)-(Recreation)	NB	NB	NB	NB	NB	NB	NB
<u>HPS ULX</u>								
B16	215W (S65)	NB	NB	NB	NB	NB	NB	NB
<u>TRAFFIC SIGNAL BULBS</u>								
TB1	69W A21/TS SHORT STEM (120V)	NB	NB	2.8	NB	5.25	NB	NB
TB2	116W A21/TS SHORT STEM (120V)	NB	NB	6.45	NB	6	NB	NB
<u>TRANSFORMERS (ADVANCE MODELS ONLY)</u>								
<u>HPS LU</u>								
T1	70W ADVANCE 71A7971001D	NB	38.95	NB	NB	NB	NB	NB
T2	100W (C100S54)	NB	46.5	NB	NB	NB	NB	NB
T3	150W (C150S55)	NB	48.95	NB	NB	NB	NB	NB
T4	250W (C250S50)	NB	59	NB	NB	NB	NB	NB
T5	400W (C400S510)	NB	67.5	NB	NB	NB	NB	NB
T6	1000W (C100S52)	NB	118.95	NB	NB	NB	NB	NB
<u>HPS ULX</u>								
T7	215W (S63)	NB	NB	NB	NB	NB	NB	NB

2160 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

ITEM #	DESCRIPTION	CTY ENERGY	SCHWING	K&H	INTELLIGENT	NEW ENG	GEN TRAF	TRAFF SYS
T8	150W 46135-67528-0	NB	NB	NB	NB	NB	NB	NB
METAL HALIDE								
T9	100W (MH100)-(Court Parking)-Medium							
T10	150W (MH150)-(Court Parking)-Medium	NB	49.5	NB	NB	NB	NB	NB
T11	175W (MH 175/U)-Mogul	NB	47	NB	NB	NB	NB	NB
T12	250W (MH 250/U)-Mogul	NB	32	NB	NB	NB	NB	NB
T13	400W (MH 400/U) MULTI VOLT-Mogul	NB	45	NB	NB	NB	NB	NB
T14	1000W (MH 1000/U)-Mogul	NB	47.5	NB	NB	NB	NB	NB
T15	1500W (MH 1500/BU)-Mogul	NB	86.5	NB	NB	NB	NB	NB
		NB	134.25	NB	NB	NB	NB	NB
MISC SUPPLIES FOR STREET LIGHTS								
MC1	COPPER STAPLES 2 ½ X 1 1/16 X 3/16	NB	NB	NB	NB	NB	NB	NB
MC2	SPAN TAP (S4P27A)	NB	NB	NB	NB	NB	NB	NB
MC3	PHOTO CELLS 6390 MULTI VOLT 120/208/240/277 TWIST LOCK VOLT RANGE 105-308 (BROWN OR GREY)	7.45*	7.60*	5.4	NB	NB	NB	NB
MC4	PHOTO CELLS – AREA LIGHTING RESEARCH #AA-305	7.90*	5.75*	NB	NB	NB	NB	NB
MC5	IGNITOR 35 THROUGH 400W 35-967410-51	18.5	16.38	NB	NB	NB	NB	NB
MC6	TWIST LOCK REPLACEMENT SOCKET (FIXTURE M2ARSIN2LMS21)	14.85	7.5	NB	NB	NB	NB	NB
MC7	8' LONG ALUMINUM ARM WITH GROMMETS & GROUND LUGS, 18" RISE FROM RIGHT ANGLE	93.75	NB	105	NB	NB	NB	NB
MC8	G.E. IGNITOR – 150W HPS 52-55VLP	18.5	16.38	NB	NB	NB	NB	NB
MC8a	G.E. IGNITOR – GE35-216702R22	12.5	10.3	14.35	NB	NB	NB	NB
MC9	HEX HEAD LAG BOLTS 3/8 X 2 ½"	NB	NB	NB	NB	NB	NB	NB
MC10	GALVANIZED MACHINE BOLT 5/8 X 10" THRU 5/8 X 18"	NB	NB	NB	NB	NB	NB	NB
MC11	GALVANIZED EYE BOLTS 5/8 X 10" THRU 5/8 X 18"	NB	NB	NB	NB	NB	NB	NB
MC12	GALVANIZED FLAT WASHERS 5/8 X 2 ¼ X 2 ¼	NB	NB	NB	NB	NB	NB	NB
MC13	GALVANIZED GUY CLAMPS 2 BOLT 3 3/8 LN FOR 3/16 THRU 7/16 STRAND	NB	NB	NB	NB	NB	NB	NB
MC14	4 GAUGE AERIAL TRIPLEX 500' REELS	NB	NB	NB	NB	NB	NB	NB
MC15	TAPS RICHARDS #SDC495	NB	NB	NB	NB	NB	NB	NB
MC16	MULB 30862 TWISTLOCK RECEPTICAL (ALR AM-2A)	17.75*	7.5	NB	NB	NB	NB	NB
MC17	3M 1700 ELECTRIC TAPE ¾"W X 60' (BLK)	NB	0.7	0.88	NB	2	NB	NB
MC18	3M 1700 ELECTRIC TAPE ¾" X 60' (RED)	NB	0.75	0.88	NB	2.1	NB	NB
MC19	3M 1700 ELECTRIC TAPE ¾" X 60' (WHITE)	NB	0.75	0.88	NB	2.1	NB	NB
MC20	3M 1700 ELECTRIC TAPE ¾" X 60' (BLUE)	NB	0.75	0.88	NB	2.1	NB	NB
MC21	3M 1700 ELECTRIC TAPE ¾" X 60' (GREEN)	NB	0.75	0.88	NB	2.1	NB	NB
BURNDY SERVIT SPLIT BOLTS & CLAMP								

2160 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

ITEM #	DESCRIPTION	CTY ENERGY	SCHWING	K&H	INTELLIGENT	NEW ENG	GEN TRAF	TRAFF SYS
BC1	KS-20 BOLT	NB	1.17	NB	NB	NB	NB	NB
BC2	KS-23 BOLT	NB	1.87	NB	NB	NB	NB	NB
BC3	KS-25 BOLT	NB	2.39	NB	NB	NB	NB	NB
BC4	UC33R CLAMP	NB	9.5	NB	NB	NB	NB	NB
BC5	PARALLEL CLAMP (UC28RS)	NB	6.65	NB	NB	NB	NB	NB
<u>STRAND VISE</u>								
SV1	¼" STRAND VISE	NB	NB	NB	NB	NB	NB	NB
SV2	7/16" STRAND VISE	NB	NB	NB	NB	NB	NB	NB
<u>SOLDER LESS TERMINAL LUGS</u>								
TL1	SL-4 COPPER	NB	1.69*	NB	NB	NB	NB	NB
<u>FIXTURES & POLES</u>								
FP1	20' TEST POLE HIGHLINE (HL-100) BLACK	NB	265.00*	348	NB	NB	NB	NB
FP2	70W HPS LU TOWN & COUNTRY POLE MOUNT FIXTURE WITH PHOTO CELL 115 VOLT, HPF BALLAST	298.5	181	848.00*	NB	NB	NB	NB
FP3	RCT4M100YE52BA (DOWNTOWN)	NB	829.5	1160	NB	NB	NB	NB
<u>HADCO FIXTURES</u>								
FP3	VH65AB-3N-PE (175 MH) FIXTURE	NB	NB	NB	NB	NB	NB	NB
FP4	M0202-3A WITH PHOTO CELL (ARM)	NB	NB	NB	NB	NB	NB	NB
FP5	P1790-10A (POLE)	NB	NB	NB	NB	NB	NB	NB
FP6	HADCO – POLE BASE	NB	NB	NB	NB	NB	NB	NB
<u>STERNBERG FIXTURES</u>								
FP7	3-A840/50PM/A850PM/3910T/50HPSMH/120/RE5/VG 10	NB	NB	NB	NB	NB	NB	NB
FP8	A850 – FIXTURE ONLY	NB	NB	NB	NB	NB	NB	NB
FP9	2-840/50PM/A850PT-POLE ONLY	NB	NB	NB	NB	NB	NB	NB
FP10	50PM ARMS	NB	NB	NB	NB	NB	NB	NB
FP11	GLASS REFRACTORS	NB	NB	NB	NB	NB	NB	NB
FP12	PARTY HAP BALLAST ASSEMBLY	NB	NB	NB	NB	NB	NB	NB
<u>GE FIXTURES (WITH PHOTO CELL & LEXAN REFRACTOR</u>								
FP13	70W HPS LU M2AC07SIN2LMS21	141.70*	119.26	149.8	NB	NB	NB	NB
FP14	150W HPS LU M2AC15SIN2LMS21	147.70*	124.58	158	NB	NB	NB	NB
FP15	35-962470-04 FLAT LENS GLASS	16.7	12.98	16.25	NB	NB	NB	NB
FP16	ERS20DXBX5405GRAY LED 150W	443.35*	386.66	488.00*	NB	NB	NB	NB
FP17	ERS10AXBX540GRAY LED 70W	339.95*	295.19	377.00*	NB	NB	NB	NB
FP18	EPAS-0-B5-A-41-B-2-F-BLCK-FT	1046.95*	922.41	1169.00*	NB	NB	NB	NB
FP19	EPAS-0-D5-A-41-B-2-F-BLCK-FT	1046.95*	922.41	1169.00*	NB	NB	NB	NB
FP20	T10R07S1H2LMS3BL EVOLVE LED POST TOP	750.70*	651.11	963.00*	NB	NB	NB	NB

2160 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

ITEM #	DESCRIPTION	CTY ENERGY	SCHWING	K&H	INTELLIGENT	NEW ENG	GEN TRAF	TRAFF SYS
FP21	EPAS4B5A41B2FBLCK (AVERY)	1046.95*	922.41	1169.00*	NB	NB	NB	NB
FP22	EPAS4D5A41B2FBLCK (AVERY)	1089.95*	960.39	1169.00*	NB	NB	NB	NB
<u>COOPER FIXTURES</u>								
FP22	COOPER LXC 70SR222U0024, 70 WATT, COLONIAL, MOGAL BASE, 120V, TOP MOUNTED TWIST ON PHOTO CELL	298.5	181	NB	NB	NB	NB	NB
<u>SPRING CITY FIXTURES</u>								
FP23	SPRING CITY APSOLD-18-12-TNO/O 323/ 1NW-VG (POLES)	NB	NB	NB	NB	NB	NB	NB
FP24	SPRING CITY AARFRX-2S-15-13-TN2. 875-XX-M1-VG-DBL ARM	NB	NB	NB	NB	NB	NB	NB
FP25	SPRING CITY ALMSHA-HP100/SV1/SM- PS11-FSB-VG POST TOPS (BOWL, LENSE BALLAST)	NB	NB	NB	NB	NB	NB	NB
<u>ANTIQUUE FIXTURES</u>								
FP26	ANTIQUUE STREET LAMPS L-7515A-CS ES22ST-70S-GCF-SR4SC-TB1-SF-CRT-ANBK	NB	NB	NB	NB	NB	NB	NB
FP27	ANTIQUUE STREET LAMPS EPAX-16-S4 3-3/8T8-CRT-ANBK-FG-S-CS-CRT	NB	NB	NB	NB	NB	NB	NB
FP28	LU70M/C SY LAMPS	NB	NB	NB	NB	NB	NB	NB
FP29	EAL4/1-PER-PE1-ANBK ARM	NB	NB	NB	NB	NB	NB	NB
<u>BOLLARDS</u>								
BF1	VISIONAIRE LGT BRONZE OWK-3-8S42-COG-60L-LED-55KL-UNV-AB-VRB	NB	935	855.00*	NB	NB	NB	NB
BF2	ELE2-3-T3-144LC-5-4K-UNV-KM-BZ (1 ST ST FLD)	NB	1470	1581	NB	NB	NB	NB
<u>POWER DOORS FOR (GE) M2AR SIN2LS21</u>								
PD1	70W HPS LU	147.75	131.31	68	NB	NB	NB	NB
PD2	150W HPS LU	147.75	131.31	78	NB	NB	NB	NB
<u>REFRACTORS & GLOBES</u>								
RG1	850 GLOBE LEXAN (STERNBERG FIXTURE) (FP118-8)	NB	172	NB	NB	NB	NB	NB
RG2	840 GLOBE LEXAN (STERNBERG FIXTURE) (FP192-8PCC)	NB	131	NB	NB	NB	NB	NB
RG3	VH65AB-3N-PE REFRACTOR LEXAN (HADCO FIXTURE)	NB	NB	NB	NB	NB	NB	NB
<u>FUSE & FUSE HOLDERS</u>								

2160 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

ITEM #	DESCRIPTION	CTY ENERGY	SCHWING	K&H	INTELLIGENT	NEW ENG	GEN TRAF	TRAFF SYS
FH1	HEB-AA FUSE HOLDER	9.85*	9.36	8.7	NB	NB	NB	NB
FH2	KTK 15 AMP 600V MIDGET FUSE	4.65*	3.75	6.7	NB	NB	NB	NB
FH3	KTK 20 AMP 600V MIDGET FUSE	4.65*	3.75	6.7	NB	NB	NB	NB
FH4	KTK 30 AMP 600V MIDGET FUSE	4.65*	3.75	6.7	NB	NB	NB	NB
TRAFFIC SIGNAL EQUIPMENT								
TS1	8" STANDARD TRAFIC SIGNAL (R-Y-G) DIE CAST ALUMINUM HOUSING	NB	NB	NB	290	230	215	156
TS2	SAME AS ABOVE WITH BACKPLATES	NB	NB	NB	375	300	265	205
TS3	12" STANDARD TRAFFIC SIGNAL (R-Y-G) DIE CAST ALUMINUM HOUSING GLASS LENS WITH CUT AWAY OR TUNNEL SIGNAL VISOR YELLOW WITHOUT BACKPLATES	NB	NB	NB	316	255	290	171
TS3a	SAME AS ABOVE WITH BACKPLATES	NB	NB	NB	405	315	335	220
TS4	PEDESTRIAN SIGNAL: 2-69W INCANDESCENT, INTERNATIONAL SYMBOL, GLASS LENS, STANDARD TOP & BOTTOM MOUNT & YELLOW HOUSING	NB	NB	NB	290	205	200	NB
TS6	SIGNAL MOUNTING HARDWARE (IRON) FOR VERTICAL, SPAN WIRE & POST TOP	NB	NB	NB	105	68	115	188
TS7	HARDWARE KITS FOR SIGNAL ASSEMBLY	NB	NB	NB	NB	180	10	NB
TRAFFIC SIGNAL LED LENS								
LL1	8" DR4 GTFB-17A LED LENS (GREEN)	NB	NB	NB	36	31	28	49
LL2	8" DR4 YTFB-17A LED LENS (YELLOW)	NB	NB	NB	36	31	28	56
LL3	8" DR4 RTFB-17A LED LENS (RED)	NB	NB	NB	36	31	28	56
LL4	12" DR6 GCFB-17A (GREEN)	NB	NB	NB	36	31	35	49
LL5	12" DR6 YCFB-17A (YELLOW)	NB	NB	NB	36	31	35	56
LL6	12" DR6 RCFB-17A (RED)	NB	NB	NB	36	31	35	56
LL7	8" ARROW (GREEN/AMBER)	NB	NB	NB	NB	NB	NB	NB
LL8	12" ARROW (GREEN/AMBER)	NB	NB	NB	120	85	85	84
CABINET ACCESSORIES								
CA1	CABINET ACCESSORIES (NEMA) (Controller, PDC, Conflict monitor, etc. Please provide list of items and Prices for each manufacturer)	NB	NB	NB	NB	NB	NB	NB
CA2	CONTROLLER (ECONOLITE) MODEL # ASC/2-2100 S/N 7532	NB	NB	NB	6,100	NB	NB	3832
CA3	CONFLICT MONITOR (3 CHANNEL) (EDI NSM 3L)	NB	NB	NB	354	360	NB	324
CA4	CONFLICT MONITOR (6 CHANNEL) (PDC CM-82-06)	NB	NB	NB	460	420	NB	494
CA5	CONFLICT MONITOR (12 CHANNEL)	NB	NB	NB	580	500	NB	569
CA6	LOAD SWITCH (PDC SSS-86-3)	NB	NB	NB	18	28	25	25
CA7	FLASHER (PDC SSF-86-3)	NB	NB	NB	19	28	35	25

2160 STREET LIGHT AND TRAFFIC SIGNAL MAINTENANCE REPAIR PARTS

ITEM #	DESCRIPTION	CTY ENERGY	SCHWING	K&H	INTELLIGENT	NEW ENG	GEN TRAF	TRAFF SYS
CA8	FLASH TRANSFER RELAY	NB	NB	NB	21.5	25	30	39
CA9	DETECTOR WITH DELAY	NB	NB	NB	125	150	NB	110
CA10	DETECTOR WITHOUT DELAY	NB	NB	NB	120	150	NB	90
CA11	HARNESS FOR DETECTOR	NB	NB	NB	35	40	NB	22
CA12	PEDESTRIAN PUSH BUTTON STATIONS 9"X12" ASSEMBLY WITHOUT CABLE GUIDE WITH LONG LIFE SWITCH ASSEMBLY: FEDERAL YELLOW	NB	NB	NB	80	400	70	166
CA13	8' ALUMINUM POLE WITH 10" X 10" BOLT ON BASE - PEDESTRIAN CROSSING SIGNAL (FOR McCAIN SERIES 1000 #101SP2	425	NB	NB	NB	175	300	206
CA14	2 WAY UPPER & LOWER SLIP FITTER ASSEMBLY (IRON YELLOW) (FOR McCAIN SERIES 1000 #101SP2	NB	NB	NB	125	195	120	211
CA15	TRAFFIC SIGNAL PAINT (FEDERAL YELLOW) SPRAY CAN	NB	NB	NB	NB	34	NB	18
CA16	30 OZ. TRAFFIC DETECTOR LOOP SEALANT	NB	NB	NB	NB	185	NB	50
CA17	TRAFFIC SIGNAL VEHICLE PRESENCE SENSOR FOR VEHICLE PRESENCE DETECTION	NB	NB	NB	NB	5,100	NB	5800
LED TRAFFIC SIGNALS								
LTS1	T7SS ENCOM SPREAD SPECTRUM COORDINATION UNIT	NB	NB	NB	NB	1,250	NB	1,150
LTS2	T7SS ATENEX YAGI ANTENNA	NB	NB	NB	NB	110	NB	145
LTS3	T10CB GEL CORE (2) PEDESTRIAN SIGNALS COUNTDOWN, LED	NB	NB	NB	300	200	100	269
LTS4	T10LA GEL CORE (4) PEDESTRIAN SIGNALS	NB	NB	NB	300	250	100	238
LTS5	T12LED GEL CORE (36)-12" BALL LED TRAFFIC SIGNAL SECTIONS	NB	NB	NB	36	1,050	35	132
LTS6	T16 ECONOLITE 2070L S/N 8896 W/LB COM CRD 8 TRAFFIC SIGNAL CONTROLLER	NB	NB	NB	NB	NB	NB	2617
LTS7	T16 PDC 200 (4)-LOAD SWITCHES	NB	NB	NB	18	150	25	25
LTS8	T16 PDC 204 (1)-FLASHER	NB	NB	NB	19	40	30	25
LTS9	T16 EDI 210E (1) CONFLICT MONITOR	NB	NB	NB	402	685	NB	550
LTS10	T16 EDI 222 (5)-2 CHANNEL LOOP DETECTOR	NB	NB	NB	88	165	128	94
LTS11	T16 GDI 242 (2)-2CHANNEL DC ISOLATION CRD	NB	NB	NB	31	175	68	39
LTS12	T16 GDI 4965A DATA TO FSK MODEM 9600 BAUD	NB	NB	NB	NB	475	NB	499
LTS13	T19 GTT (1)-OPTCOM GPS PREEMPTION CARD	NB	NB	NB	NB	NB	NB	2,895
LTS14	T19 GTT (1)-OPTCOM GPS PREEMPTION SENSOR	NB	NB	NB	NB	NB	NB	2,815
LTS15	T24 PELCO (4)-PEDESTRIAN PB ASSEMBLIES	NB	NB	NB	70	750	35	247
LTS16	T24C PELCO (2)-COUNTDOWN PEDESTRIAN PB ASSEMBLIES	NB	NB	NB	120	650	100	247
LTS17	210E SERIES TYPE 170/179 SIGNAL MONITOR	NB	NB	NB	402	700	NB	682
LTS18	LM222 SERIES TWO CHANNEL LOOP MONITOR	NB	NB	NB	88	200	128	88
LTS19	MODEL 242DC ISOLATOR	NB	NB	NB	31	170	68	33
LTS20	MODEL ATC2070 CONTROLLER ADVANCED TRANSPORTATION CONTROLLER SERIES	NB	NB	NB	NB	4,850	NB	2,617

TOWN OF RIVERHEAD

Resolution # 205

AUTHORIZES THE SUPERVISOR TO EXECUTE AN ADDENDUM TO A RESOLUTION SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR POSITION OF LEGISLATIVE SECRETARY

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Board of the Town of Riverhead, on January 5, 2010, adopted a Resolution Setting Terms and Conditions of Employment for Legislative Secretary in the Office of the Supervisor; and

WHEREAS, the Town Board seeks to amend the terms and conditions set forth in such Resolution Setting Terms and Conditions of Employment.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves and authorizes the Supervisor to execute the attached Addendum to Resolution Setting Terms and Conditions of Employment for Carol Sclafani/Legislative Secretary; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**ADDENDUM
TO
EMPLOYMENT CONTRACT/RESOLUTION SETTING
TERMS AND CONDITIONS OF EMPLOYMENT**

This Addendum to the Employment Contract/Resolution Setting Terms and Conditions of Employment is made this _____ day of _____, _____ by and between the Town of Riverhead (employer) and Carol Sclafani (Legislative Secretary/employee).

The employer and employee hereby supplement the Employment Contract/Resolution Setting Terms and Conditions of Employment dated January 5, 2010 by adding and/or modifying the following provisions:

VACATIONS

1. The employee shall be entitled to ~~40 working days~~ 15 working days of vacation per annum (January 1 to December 31).

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than ~~fifteen (15) days~~ sixty (60) days from one year to the next.

*strikethrough represents deletion

*underline represents addition

The employer and employee acknowledge that the Employment Contract/Resolution Setting Terms and Conditions of Employment is being modified only by the above provisions and agree that nothing else in the Employment Contract/Resolution Setting Terms and Conditions of Employment shall be affected by this Addendum such that all other terms and conditions contained therein shall remain in full force and effect throughout the term of employment.

In Witness Whereof the parties have caused this Addendum to be executed as of the date first written above.

_____ (Supervisor) _____ (Employee)

TOWN OF RIVERHEAD

Resolution # 206

AUTHORIZES THE SUPERVISOR TO EXECUTE AN ADDENDUM TO A RESOLUTION SETTING TERMS AND CONDITIONS OF EMPLOYMENT FOR POSITION OF TOWN BOARD COORDINATOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board of the Town of Riverhead, on April 16, 2013, adopted a Resolution Setting Terms and Conditions of Employment for Town Board Coordinator; and

WHEREAS, the Town Board seeks to amend the terms and conditions set forth in such Resolution Setting Terms and Conditions of Employment.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves and authorizes the Supervisor to execute the attached Addendum to Resolution Setting Terms and Conditions of Employment for Carissa Collins/Town Board Coordinator; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**ADDENDUM
TO
EMPLOYMENT CONTRACT/RESOLUTION SETTING
TERMS AND CONDITIONS OF EMPLOYMENT**

This Addendum to the Employment Contract/Resolution Setting Terms and Conditions of Employment is made this _____ day of _____, _____ by and between the Town of Riverhead (employer) and Carissa Collins (Town Board Coordinator/employee).

The employer and employee hereby supplement the Employment Contract/Resolution Setting Terms and Conditions of Employment dated April 16, 2013 by adding and/or modifying the following provisions:

VACATIONS

1. The employee shall be entitled to ~~40 working days~~ 15 working days of vacation per annum (January 1 to December 31).

4. The employee may carry over any unused vacation days from one (1) year into the following year, but in no event shall the employee carry over more than ~~fifteen (15) days~~ sixty (60) days from one year to the next.

*strikethrough represents deletion

*underline represents addition

The employer and employee acknowledge that the Employment Contract/Resolution Setting Terms and Conditions of Employment is being modified only by the above provisions and agree that nothing else in the Employment Contract/Resolution Setting Terms and Conditions of Employment shall be affected by this Addendum such that all other terms and conditions contained therein shall remain in full force and effect throughout the term of employment.

In Witness Whereof the parties have caused this Addendum to be executed as of the date first written above.

_____ (Supervisor) _____ (Employee)

TOWN OF RIVERHEAD

Resolution # 207

AUTHORIZES PUBLICATION OF HELP WANTED ADVERTISEMENT FOR SEASONAL PUMP-OUT BOAT OPERATORS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

BE IT RESOLVED, that the Town Clerk is hereby authorized to publish the attached Help Wanted Advertisement for Seasonal Pump-Out Boat Operators in the March 24, 2016 issue of the News Review; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

ADVERTISEMENT TO BE PLACED IN THE NEWS REVIEW

The Town of Riverhead is seeking experienced personnel to employ as Seasonal Pump-Out Boat Operators from April 15 through September 15, 2016. All applicants must possess a valid certificate reflecting the successful completion of a boating safety course and have one (1) year of experience (or the equivalent thereof) operating an outboard motorboat. Pays \$10.50 per hour. Interested parties please apply to Town of Riverhead Personnel Department, 200 Howell Avenue, Riverhead, NY 11901. Fax (631) 727-6152. Deadline for applying is April 15, 2016. EOE

By Order of the Town Clerk
Diane M. Wilhelm

TOWN OF RIVERHEAD

Resolution # 208

ACCEPTS THE RETIREMENT OF A SENIOR ADMINISTRATIVE ASSISTANT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town has received notification from the New York State and Local Employees Retirement System of Susan Beal's intent to retire effective March 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Susan Beal.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Susan Beal, the Highway Superintendent, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 209

ACCEPTS THE RETIREMENT OF AN ACCOUNT CLERK TYPIST

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received notification from the New York State and Local Employees Retirement System of Diane Beatty's intent to retire effective March 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Diane Beatty.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Diane Beatty, the Recreation Superintendent, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 210

ACCEPTS THE RESIGNATION OF A HOMEMAKER

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town has received notification from Katrina Hintze indicating her intent to resign from the position of Homemaker effective April 8, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Katrina Hintze.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Katrina Hintze, the Seniors Program Director, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 211

ACCEPTS THE RESIGNATION OF A PART-TIME CLERK

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town has received notification from Robert Obie, a Part-Time Clerk in the Scavenger Waste District, indicating his intent to resign effective April 18, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Robert Obie.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Robert Obie, the Wastewater District Superintendent, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 212

ACCEPTS THE RETIREMENT OF A PUBLIC SAFETY DISPATCHER

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town has received notification from the New York State and Local Employees Retirement System of Candee Ulmet's intent to retire effective March 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the retirement of Candee Ulmet.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Candee Ulmet, the Chief of Police, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 213

ACCEPTS THE RESIGNATION OF A BINGO INSPECTOR

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town has received a letter of resignation from Theresa Davis-Sweeney indicating her intent to resign from the position of Bingo Inspector effective March 23, 2016.

NOW, THEREFORE, BE IT RESOLVED, that this Town Board hereby accepts the resignation of Theresa Davis-Sweeney from the position of Bingo Inspector.

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Theresa Davis-Sweeney, the Personnel Officer and the Financial Administrator. Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same can be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 214

APPOINTS A BINGO INSPECTOR

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, a vacancy exists for the position of Bingo Inspector.

NOW, THEREFORE, BE IT RESOLVED, that Nicole Buckner is hereby appointed to the position of Bingo Inspector effective today, April 5, 2016, at the rate of \$11.00 per hour.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 215

REAPPOINTS SEASONAL PUMP OUT BOAT OPERATORS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

NOW, THEREFORE, BE IT RESOLVED, that effective for the period of April 15, 2016 through September 15, 2016 this Town Board hereby reappoints the following Seasonal Pump Out Boat Operators:

Salvatore Calandra	\$12.25 per hour
Richard Quick	\$12.00 per hour

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Giglio	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Wooten	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Dunleavy	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			Walter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 216

**ADOPT AND AUTHORIZE SUPERVISOR TO SIGN NEGATIVE DECLARATION AND
POST ENB NOTICE PURSUANT TO SEQRA REGARDING TOWN CODE UPDATES
AND AMENDMENTS**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead has historically recorded its local laws in the "Code of the Town of Riverhead" (Town Code); and

WHEREAS, the orderly collection and availability of Town legislation are maintained in the Town Code; and

WHEREAS, periodic updates are required to the Town Code to record new codes and updates to existing codes as adopted by the Town Board; and

WHEREAS, each updated code and or new code is subject to the State Environmental Quality Review Act procedures prior to decisions to adopt; and

WHEREAS, the 2015 republished Code of Town of Riverhead has been reviewed pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the proposed action to accept the 2015 republished Code of the Town of Riverhead is a Type I action pursuant to SEQRA 617.4 (b) (1); and

WHEREAS, the Town Board is the only involved agency and has assumed Lead Agency status; and

WHEREAS, a Full Environmental Assessment Form Parts 1, 2, and 3 have been prepared and are on file with the Office of the Town Clerk; and

WHEREAS, the Town Board finds there to be no adverse environmental impacts generated by the proposed action. Now,

THEREFORE, BE IT RESOLVED, the Town Board, as Lead Agency, issue a Negative Declaration the for the proposed action to accept the 2015 republished Code of the Town of Riverhead; and

BE IT FURTHER RESOLVED, the Town Board directs the Supervisor to sign the Negative Declaration; and

BE IT FURTHER RESOLVED, the Town Board directs the Office of the Town

Clerk to publish the notice of the SEQRA Negative Declaration in the Environmental News Bulletin (ENB) and post the notice of the Negative Declaration on the Town of Riverhead official website; and

BE IT FURTHER RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

The ENB SEQRA Notice Publication Form - Please check all that apply

Deadline: Notices must be received by **6 p.m. Wednesday** to appear in the following Wednesday's ENB

<input checked="" type="checkbox"/> Negative Declaration - Type I	<input type="checkbox"/> Draft EIS
<input type="checkbox"/> Conditioned Negative Declaration	<input type="checkbox"/> with Public Hearing
<input type="checkbox"/> Positive Declaration	<input type="checkbox"/> Generic
<input type="checkbox"/> with Public Scoping Session	<input type="checkbox"/> Supplemental
	<input type="checkbox"/> Final EIS
	<input type="checkbox"/> Generic
	<input type="checkbox"/> Supplemental
	NOTICE OF COMPLETION

DEC Region: One (1) **County:** Suffolk

Lead Agency: Riverhead Town Board

Project Title: Negative Declaration: 2015 Republication of the Code of the Town of Riverhead.

Brief Project Description:

Purpose: The Town of Riverhead has historically recorded its local laws in the "Code of the Town of Riverhead" (Town Code). The orderly collection and availability of Town legislation are maintained in the Town Code. Periodic updates are required to the Town Code to record to new codes and updates to existing codes as adopted by the Town Board. Each updated code and or new code is subject to SEQRA procedures prior to decisions to adopt. The purpose of this action by the Town Board of Riverhead is the decision to adopt or reject the updated 2015 "Code of the Town of Riverhead."

Need: The need for the action is for the availability of the 2015 "Code of the Town of Riverhead" and distribution of the chapters of the Town Code which contain current legislation, enacted by the Town Board including revisions or amendments to existing legislation deemed necessary by the Town Board in the course of codification.

As Lead Agency, the Riverhead Town Board has completed a Full Environmental Assessment Form Parts 1, 2 and 3. The Lead Agency has determined the action to be Type I pursuant to 6 NYCRR Part 617.4(b) (1). The Lead Agency has determined a decision to adopt the 2015 republication of the Code of the Town of Riverhead will not have a significant impact on the environment. The Lead Agency has declared the action a negative declaration under SEQRA.

Project Location: Town of Riverhead, Suffolk County, NY 11933

Contact Persons: Jill Lewis, Deputy Supervisor & Robert Kozakiewicz, Town Attorney

Address: Riverhead Town Hall 200 Howell Avenue Riverhead, New York 11901

Phone: (631) 727-3200 (X216) Fax: (631) 727-6152 E-mail: rfk@townofriverheadny.gov

A hard copy of the Full Environmental Assessment Form and 2015 Town Code is available at the following locations:

Office of the Town Clerk
Town of Riverhead Town hall
200 Howell Avenue

Riverhead, NY 11901
631-727-3200

The online version of the FEAF is available at the following publically accessible web site:

www.townofriverheadny.gov

TOWN OF RIVERHEAD

Resolution # 217

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR FOOD & MEAT PRODUCTS
FOR THE TOWN OF RIVERHEAD**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for FOOD & MEAT PRODUCTS 2016 for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the APRIL 14, 2016 issue of the News Review.

NOW , THEREFORE BE IT, RESOLVED, that all Town Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **FOOD & MEAT PRODUCTS 2016** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:00 PM on MAY 9th, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **APRIL 14, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **FOOD & MEAT PRODUCTS 2016**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

The Town board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 218

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR SPORTING GOODS 2016
FOR THE TOWN OF RIVERHEAD**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **SPORTING GOODS 2016** for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the **APRIL 14, 2016** issue of the News Review.

NOW , THEREFORE BE IT, RESOLVED, that all Town Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **SPORTING GOODS 2016** for the use in the Town of Riverhead, Riverhead, New York will be received at the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until **2:05 PM on MAY 9th, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **APRIL 14, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **SPORTING GOODS 2016**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

The Town board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 219

**AUTHORIZATION TO PUBLISH ADVERTISEMENT FOR
TOWNWIDE PRINTING 2016 FOR THE TOWN OF RIVERHEAD**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk is authorized to publish and post a notice to bidders for proposals for **TOWNWIDE PRINT 2016** for the Town of Riverhead and;

WHEREAS, the Town Clerk is hereby authorized to publish and post the following public notice in the **APRIL 14, 2016** issue of the News Review.

NOW , THEREFORE BE IT, RESOLVED, that all Town Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for the purchase of **TOWNWIDE PRINTING 2016** for the use in the Town of Riverhead will be received at the Office of the Town Clerk, Riverhead Town Hall, at 200 Howell Avenue, Riverhead, New York until **2:10 PM** on **MAY 9th, 2016** at which time they will be publicly opened and read aloud.

Specifications may be examined and/or obtained on **APRIL 14, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted on the form provided in sealed envelope clearly marked **TOWNWIDE PRINTING 2016**. Any and all exceptions to the specifications must be listed on a separate sheet of paper, bearing the designation 'EXCEPTIONS TO THE SPECIFICATIONS' and attached to the bid form.

The Town board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD

Diane M. Wilhelm, Town Clerk

TOWN OF RIVERHEAD

Resolution # 220

RATIFIES A CALL-IN CLERK TO THE RECREATION DEPARTMENT

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, a Call-In Clerk is needed by the Riverhead Town Recreation Department.

NOW THEREFORE BE IT RESOLVED, that effective March 30, 2016 this Town Board hereby ratifies the appointment of Courtney Schmitt to the position of Call-In Clerk to be paid the rate of \$14.00 per hour to the Recreation Department and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 221

APPOINTS A CALL-IN BUS DRIVER TO THE RECREATION DEPARTMENT

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, a Call-In Rec Bus Driver is needed by the Riverhead Recreation Department for work in Recreation programs.

NOW THEREFORE BE IT RESOLVED, that effective April 5th, 2016, this Town Board hereby appoints Anthony M. White Jr. to the position of Level I Call-In Rec. Bus Driver to be paid the rate of \$15.00 per hour to the Recreation Department and

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 222

**APPROVES NO COST CHANGE ORDER FOR
ADVANCED WASTEWATER TREATMENT FACILITY TMDL UPGRADE
CONSTRUCTION CONTRACTS – RIVERHEAD SEWER DISTRICT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, by attached letter dated March 30, 2016 H2M Group, consulting engineers to the Riverhead Sewer District, has recommended approval of no cost change order providing for extension of time for four construction contracts for the Advanced Wastewater Treatment Facility TMDL Upgrade.

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor be and hereby is authorized to execute no cost change order for Contract G, Contract P, Contract E and Contract H of the Advanced Wastewater Treatment Facility TMDL Upgrade, and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted



architects + engineers

538 Broad Hollow Road, 4th Floor East tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

EMAILED

March 30, 2016

Supervisor and Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901-2596

**Re: *Riverhead Sewer District*
Advanced Wastewater Treatment Facility TMDL Upgrade
Construction Contracts Time Extension Recommendation
CWSRF NYSEFC Project No.: C1-5123-08-00
H2M File No.: RDSD 1401**

Dear Supervisor Walter and Town Board:

The four construction contracts let for the above referenced treatment facility upgrade currently have a construction completion date of April 22, 2016. However, the limitations placed on the construction activity by the New York Department of Environmental Conservation mandated that major treatment process conversion work of the contract work that limited the ability of the treatment plant to process wastewater within its current permit levels were only allowed to be performed during the fall and winter months, October thru April. This limitation on major process conversion work also required that once the systems were converted, all new support systems required to operate the converted systems also had to be fully completed and operational in order to meet effluent permit limitations with these new systems allowing the remaining conversion work to be performed outside the NYSDEC interim limits.

The original contracts start date was April 2014 and there was not sufficient time in the first spring and summer to complete the necessary construction work and to secure the required equipment needed to ensure that all required support systems would be completed and operational for converted process systems to be started up within the first series of fall and winter months (2014-2015) in the contract period. The contractors worked diligently to get all construction and systems ready for the next fall and winter season of 2015-2016 to start the conversion work, which had been completed and the first half of the new systems placed online and operational. With these new systems on line and able to meet effluent permit conditions, the contractors are working on the remaining process tanks final conversion work to complete all the construction contract work.

Based on the remaining work to be completed and the experience of completing the first half of the process tank conversion work, it is expected that the construction contract work will be completed by August 31, 2016.

There are no changes to the contract work to date that have caused an increase to the overall construction contracts cost. The extension of time for this contract work is proposed without any construction contract cost impact. Therefore, this change order would be processed as a no cost change order to the each of the four construction contracts: Contract G – General Construction, RJ Industries Inc.; Contract P - Plumbing Construction, RJ Industries Inc.; Contract E – Electrical Construction, Welsbach Electric Corp.; Contract H – HVAC Construction, Ahrens Associates.

Please feel free to contact me at (631) 756-8000 (x1012) should you have any questions. We will be happy to meet with you to discuss this in detail.

Very truly yours,

H2M architects + engineers

A handwritten signature in blue ink, appearing to read 'C. Weiss', written over the H2M logo.

Christopher A. Weiss, P.E.
Assistant Vice President / Wastewater Engineering

cc: John Dunleavy, Councilman
Jodi Giglio, Councilwoman
Tim Hubbard, Councilman
James Wooten, Councilman
Diane M. Wilhelm, Town Clerk
Superintendent Michael P. Reichel
Jill Lewis, Deputy Supervisor
William J Rothaar, CPA, Financial Administrator
Richard A. Ehlers, Esq.
F. Russo, T. Nordberg

TOWN OF RIVERHEAD

Resolution # 223

**ADOPTS A LOCAL LAW AMENDING CHAPTER 48 ENTITLED
“BEACHES AND RECREATION CENTERS” OF THE RIVERHEAD TOWN CODE**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 48 entitled “Beaches and Recreation Centers” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 15th day of March 2016 at 7:00 o’clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 48 entitled “Beaches and Recreation Centers” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official newspaper, and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 48 entitled “Beaches and Recreation Centers”, of the Riverhead Town Code at its meeting held on April 5, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 48. Beaches and Recreation Centers

§ 48-1. Definitions.

RECREATION CENTER OR FACILITY

An indoor or outdoor facility, which may involve large amusement areas, rides, playing fields, courts, arenas, stadiums or halls, designed to accommodate sports and recreational activities and including, by way of example but not by way of limitation, bowling, dancing, ice-skating and roller-skating and outdoor sports, recreational pursuit and athletic competitions generally. This definition shall include gymnasiums, health spas, shooting ranges, docks, boat launch and tennis facilities.

§ 48-7. Application for permit; fee to operate vehicle on Sound Beach.

~~B. Permits shall be issued at a cost of \$35 set by the Riverhead Town Board and shall run from January 1 through December 31 annually. The Town Board, by resolution, shall establish the annual fee for a permit to operate a motor vehicle on Sound Beach and determine the period of time a permit shall be valid.~~ The applicant shall furnish the following information:

~~D. The Recreation Department is hereby authorized to issue permits for the use or operation of a motor vehicle on the Long Island Sound beach to a duly organized fishing club. The club must be recognized and approved by the Town Board and certified by the Town Clerk. Said permit shall be issued for a fee of \$100 set by the Riverhead Town Board per permit. The duly organized fishing club is authorized to receive permits equal to 10% of its active membership. The permit shall be conspicuously displayed on the dashboard of the motor vehicle being used by a club member. A fishing club permit shall allow parking in spaces provided during the hours of between 6:00 p.m. and 9:00 a.m. at any public bathing beach. A permit issued pursuant to this section shall not authorize the permit holder to park at any other time and, instead, a resident or non-resident parking permit is required for parking at all other times.~~

~~E. The Recreation Department is hereby authorized to issue parking permits which allow parking in spaces provided during the hours of between 6:00 p.m. and 9:00 a.m. at any public bathing beach to a duly organized fishing club for a fee of \$25. A permit issued pursuant to § 48-7D shall authorize the permit holder to park his vehicle at any public bathing beach between the hours of 6:00 p.m. and 9:00 a.m.~~

§ 48-9. Expiration of permit.

~~All permits issued pursuant to this article shall expire on Labor Day of the year stated on the permit. The Town Board, by resolution, shall determine the period of time a permit shall be valid.~~

§ 48-12. Licensing of vehicles required Requirement for permit.

§ 48-13. Parking and permits related to use of recreation centers and facilities, parks, playgrounds, public bathing beaches, and dog parks.

(1) ~~Parking area at South Jamesport Beach,~~ excluding area designated for use by residents with East Creek Docking Permit (East Creek Docking Facility and commonly referred to as East Creek Marina.

(7) ~~(Reserved)~~ Parking area at Miamogue Beach.

(10) ~~Parking area at boat launching facility~~ East Creek Boat Launch Facility, located at Peconic Bay Boulevard, South Jamesport (commonly known as South Jamesport Boat Launch).

B. Permits. The Recreation Department is hereby authorized to issue a seasonal and daily parking permits for use at any public bathing beach, recreation center, park or playground; night fishing permits; docking permits; boat launch permits; and permits for dog park and other areas designated for, or approved for, dog/animals. ~~Seasonal parking permits for parking vehicles in the designated parking areas shall be issued as follows:~~

(1) Seasonal resident parking permit.

(a) A seasonal parking permit shall be issued to all persons who are qualified residents of the Town of Riverhead, ~~and it shall run from Memorial Day through Labor Day.~~ The Town Board, by resolution, shall determine the period of time a seasonal parking permit shall be valid. Persons applying for a seasonal resident parking permit will be requested to submit for inspection one of the following as proof of residence:

(d) ~~There will be a cost of \$10 for a seasonal resident parking permit. The seasonal resident parking permit fee for seniors 60 years of age and older shall be \$5.~~ The Town Board, by resolution, shall establish the fees for a resident seasonal parking permit and senior resident seasonal parking permit.

(2) Senior citizen/handicapped seasonal resident identification permit (ID permit). The Recreation Department shall issue identification (ID) permits to senior citizens or handicapped residents who do not drive and need someone else to take them to the beach. These cards will grant access to any vehicle as long as the person is a passenger in the car. The card should be left in plain sight when the people leave the vehicle. In order to obtain access to recreation facilities, the senior citizen or handicapped resident must produce picture ID to the attendant. ~~There will be a cost of \$5 for the ID permit.~~ The Town Board, by resolution, shall establish the fee for a senior citizen/handicapped resident seasonal identification permit

(3) Nonresident seasonal parking permit.

~~(b) The fee for the issuance of a nonresident seasonal parking permit shall be \$150 annually or \$75 weekly or \$25 daily. The Town Board, by resolution, shall establish the fee for non-resident seasonal parking permit.~~

~~(c) Daily nonresident seasonal parking permits may be issued for the parking of vehicles, passenger vehicles and buses, at all Town beaches to any person by the attendant on duty at such parking areas. The Town Board, by resolution, shall establish the fee for a daily non-resident seasonal parking permit.~~

~~(4) South Jamesport Boat Ramp parking permit. The fee for the issuance of a seasonal parking permit shall be \$10 annually.~~

C. Night fishing permits.

~~(1) Resident fishing permits for fishing purposes shall be issued by the Riverhead Recreation Department to any vehicle with a valid seasonal parking permit and will entitle the vehicle to remain at the parking areas after 10:00 p.m. The Recreation Department is hereby authorized to issue a resident night fishing permit. Note, this permit is separate and distinct from the fishing club permit issued pursuant to §48-7. The Town Board, by resolution, shall establish the fee and determine the hours and period of time a permit shall be valid.~~

~~(2) There will be no cost for a resident fishing permit. A resident must have a valid seasonal parking permit to qualify for a resident night fishing permit and possess a valid permit issued by the New York State Department of Environmental Conservation or such agency authorized to issue a New York State fishing permit.~~

D. Dog park permits.

~~(1) Permits for the dog park shall be issued by the Office of the Town Clerk upon proof of a current dog license, rabies vaccine certificate and health certificate. The Recreation Department is hereby authorized to issue a dog park permit and permit relating to dogs/animals in other designated public areas. Note, this permit is separate and distinct from dog licensing requirements set forth in other provisions of the Town Code. All owners shall be required to produce proof of a current dog license, rabies vaccine certificate and health certificate.~~

~~(2) Fees for the year-round dog park permit are as follows:~~

~~(a) Resident: \$15.~~

~~(b) Nonresident: \$30.~~

~~(c) Replacement of lost/damaged permit: \$10.~~

~~(d) Amended dog owner permit for each additional dog: \$5.~~

The Town Board, by resolution, shall establish the fee and determine the hours and period of time a permit shall be valid.

E. Boat Launch Permit.

(1) The Recreation Department is hereby authorized to issue a resident, non-resident and commercial boat launch permit for use at the East Creek Boat Launch. Note: Launching and recovery of boats/vessels with a motor vehicle shall be prohibited at Reeves Beach, except as may be deemed necessary, from time to time, by authorized Town of Riverhead personnel, including but not limited to lifeguards, police officers or the Bay Constable. In addition, parking of vehicles and/or trailers on the beach at Reeves Beach is prohibited.

(2) A resident or non-resident seeking a boat launch permit must be 18 years or older and possess a valid seasonal parking permit to be eligible for a boat launch permit.

(3) A resident or non-resident seeking a boat launch permit must provide a description of the boat/vessel make, model, year and registration number. The applicant must produce a valid registration for the boat/vessel evidencing that the applicant is the owner of the boat/vessel.

(4) An individual seeking a commercial boat launch permit must provide name, address of company and a description of the trailer and registration number.

(5) All resident and non-resident boat launch permits must be affixed to the boat/vessel and commercial boat launch permits must be affixed to the trailer.

(6) The Town Board, by resolution, shall establish the fee and determine the hours and period of time a boat launch permit shall be valid.

§ 48-14. Vehicle restrictions in beach areas. Reserved.

~~No vehicles shall be driven or operated over or upon the beach area nor stand at any public bathing beach between May 15 and September 15, both inclusive, in each year, from 9:00 a.m. to 6:00 p.m., inclusive, as follows:~~

~~A. Reeves Beach:~~

~~(1) Launching and recovery of vessels with a motor vehicle shall be prohibited, except as may be deemed necessary, from time to time, by authorized Town of Riverhead personnel, including but not limited to lifeguards, police officers or the Bay Constable.~~

~~(2) (Reserved)~~

~~(3) Parking of vehicles and/or trailers on the beach at Reeves Park is hereby prohibited.~~

§ 48-18. Dogs and other animals; destruction of property.

A. No dogs or domestic animals shall be allowed on any public bathing beach or recreation center except service dogs, therapy dogs, working dogs or detection dogs as set forth in § 58-2B(2) or by permit of the Town Clerk Recreation Department as set forth in § 48-23 or designated dog park as set forth in § 48-24.

§ 48-20. Hours.

A. ~~All public bathing beaches of the Town of Riverhead shall be open only between the hours of sunrise and 10:00 p.m. The Town Board, by resolution, shall establish the hours and period of time a public bathing beach, recreation center, park, playground or dog park shall be open. Note, the Town reserves the right to limit or extend the hours for town sponsored and/or approved programs and in cases of emergency.~~

~~B. All parks and recreation centers shall be open only between the hours of sunrise and sunset unless a town-sanctioned program is in progress.~~

§ 48-23. Animals.

No person owning or being custodian of any animal shall cause or permit such animal to enter any area designated as public bathing beach, recreation center or facility, park, or playground unless authorized by permit issued by the ~~Town Clerk~~ Recreation Department. Except as set forth in § 48-24, an owner or custodian of any animal who is issued a permit by the ~~Town Clerk~~ Recreation Department as set forth in Chapter 58 granting permission to enter the public bathing beach, recreation center, park or playground with an animal shall be required to keep the animal on a leash and restrained not more than six feet in length from the owner or custodian at all times and shall not permit the animal to defecate or urinate in the vicinity of other persons. If an animal defecates in any public bathing beach, recreation center or facility, park, or playground, the owner shall immediately collect the feces and remove it from the public bathing beach, recreation center or facility, park, or playground.

§ 48-24. Dog park.

C. No dog shall be permitted to enter a Town-designated dog park without the owner obtaining the required permit from the ~~Town Clerk's Office~~ Recreation Department.

Overstrike represents deletion(s)
Underscore represents addition(s)

Dated: Riverhead, New York
April 5, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 224

**ADOPTS A LOCAL LAW AMENDING CHAPTER 56 ENTITLED
“DOCKS AND WHARVES” OF THE RIVERHEAD TOWN CODE**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 56 entitled “Docks and Wharves” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 15th day of March 2016 at 7:00 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter 56 entitled “Docks and Wharves” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official newspaper, and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter 56 entitled “Docks and Wharves”, of the Riverhead Town Code at its meeting held on March 15, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 56. Docks and Wharves

§ 56-2. Daily period of use limited. Transient or daily use.

~~No person shall use any portion of said town dock for the purpose set forth in § 56-1 for a longer period than 24 hours, said period of 24 hours beginning at 6:00 a.m., Eastern standard daylight and savings time, each day unless they conform to the fees collected for overnight transient dockage. A permit is not required for use of a Town dock to receive or discharge passengers or short term transient docking defined as docking for a period of time less than three hours between 6:00 a.m. and 9:00 p.m. or at such times established by resolution of the Town Board subject to the regulations set forth in Chapter A113. All residents and non-residents must obtain a permit from the Town of Riverhead Recreation Department for daily or overnight docking available at the Riverfront Dock and East Creek Boat Launch Facility. Note, the Town of Riverhead reserves the right to limit the period of time any boat/vessel remains docked at any town dock.~~

§ 56-3. Penalties for offenses.

~~A violation of this chapter shall constitute a misdemeanor and shall be punishable by a fine of not exceeding \$10 for the first offense and by a fine of not exceeding \$25 for each subsequent offense.~~

A. All boats docked at a Town dock without a permit issued by the Town of Riverhead and/or in violation of the provisions of this Chapter or Chapter 113 A will be fined \$10.00 per foot per day. The length of boat will be determined by the registration documents issued by the New York State Department of Motor Vehicles, such other governmental agency authorized to issue registration documents for the boat/vessel or by measurement of the boat/vessel. Boats docked without a permit for more than a week may be removed/impounded and the owner shall be responsible for all costs related to removal/impoundment and any and all other costs, including storage.

B. Any person launching or utilizing the boat launch/ramp at East Creek Boat Launch Facility without a boat launch permit will be fined \$100.00 per occurrence.

C. Any person(s) failing to affix a permit to the boat/vessel or vehicle as required by this Chapter or such other applicable Chapters of the Town Code, including but not limited to Chapter 48 and Chapter A113, shall be fined \$100.00 per occurrence, per day, that said boat/vessel or vehicle continues to remain at dock and/or parking facility.

Overstrike represents deletion(s)
Underscore represents addition(s)

Dated: Riverhead, New York
April 5, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 225

**ADOPTS A LOCAL LAW AMENDING CHAPTER A113 ENTITLED
“DOCKING FACILITY REGULATIONS” OF THE RIVERHEAD TOWN CODE**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter A113 entitled “Docking Facility Regulations” of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 15th day of March 2016 at 7:00 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that a local law amending Chapter A113 entitled “Docking Facility Regulations” of the Riverhead Town Code be and is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to publish the attached notice of adoption once in the News Review, the official newspaper, and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE that the Town Board of the Town of Riverhead adopted a local law amending Chapter A113 entitled "Docking Facility Regulations", of the Riverhead Town Code at its meeting held on April 5, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter A113. Docking Facility Regulations

§ A113-1. General provisions.

~~B. The "East Creek Docking Facility" shall be defined as the dockage located adjacent to the Town Beach at East Creek, Jamesport.~~

~~C. The East Creek Boat Launching Facility Docks off Peconic Bay Boulevard, Jamesport, shall be defined as the floating docks, bulkheads, and the pump-out station adjacent to the launch ramps and the floating dock and associated bulkheads at the north side of the facility.~~

~~D. All motor vehicles parked in the parking lot of the East Creek Docking Facility or the East Creek Boat Launching Facility in Jamesport must have a Riverhead parking permit sticker.~~

~~E. All vessels docked at the East Creek Docking Facility in Jamesport must have a Riverhead docking permit sticker affixed to their vessel.~~

B. The "East Creek Docking Facility" (also known and referred to as the East Creek Marina) shall be defined as the dockage located adjacent to the Town Beach at East Creek, Jamesport (also known and referred to as South Jamesport Beach).

C. The East Creek Boat Launching Facility Docks (also known and referred to as East Creek Boat Launch Facility and South Jamesport Boat Ramp) located off Peconic Bay Boulevard, South Jamesport, shall be defined as the boat ramp, floating docks, bulkheads, and the pump-out station adjacent to the launch ramps.

§ A113-2. License required; regulations; fees. Docking permits.

~~A. All residents and nonresidents must have a license and/or docking permit to dock at any Town docking facility.~~

~~B. Transient docking is permitted only at the Riverfront Docking Facility and the East Creek Boat Launching Facility.~~

~~C. Seasonal docking is permitted only at the East Creek Docking Facility to boaters who have obtained a Riverhead docking license from the Recreation Department.~~

~~D. The Town Clerk shall be authorized to collect all transient docking fees and distribute the docking permit sticker.~~

~~E. The Recreation Department shall be authorized to collect all fees and distribute permits in accordance with an approved docking license.~~

~~F. No license shall be issued to anyone under the age of 18.~~

~~G. Licenses and permits are nontransferable.~~

~~H. The East Creek Docking Facility season shall be from April 1 to November 15.~~

~~I. No transient vessel shall be permitted to dock overnight without prior approval from the Recreation Department. (See Chapter 56, Docks and Wharves).~~

~~J. The Town Board shall establish fees each year for seasonal docking.~~

~~K. All vessels docked at Town facilities shall comply with Riverhead Town Code Chapters 48 and 106, and all applicable U.S. Coast Guard rules and regulations, including inspections, if any.~~

A. A permit is not required for short term transient docking (short term transient docking shall be no longer than three hours) between the hours of 6:00 a.m. and 9:00 p.m., or as otherwise established by resolution of the Town Board, at the Riverfront Docking Facility. All residents and non-residents must obtain a permit from the Town of Riverhead Recreation Department for transient daily (more than three hours) and overnight docking. Note, the Town of Riverhead reserves the right to limit the period of time any vessel remains docked at the Riverfront Docking Facility.

B.

(1) A permit is required to use the launch/ramp at East Creek Boat Launch Facility. The boat launch permit must be affixed to the vessel.

(2) A permit is not required for short term transient docking (short term transient docking shall be no longer than three hours) between the hours of 6:00 a.m. and 9:00 p.m., or as otherwise established by resolution of the Town Board, at the East Creek Boat Launch Facility (i.e. a tie-up along the bulkhead after launching vessel with boat launch permit affixed to vessel). All residents and non-residents must obtain a permit from the Town of Riverhead Recreation Department for transient daily (more than three hours) and overnight docking. Note, the Town of Riverhead reserves the right to limit the period of time any vessel remains docked at the East Creek Boat Launch Facility.

C. All residents must obtain an East Creek Docking Facility seasonal docking permit to dock any vessel at the East Creek Docking Facility and the seasonal docking permit must be affixed to the vessel.

D. All residents and non-residents seeking a permit as described above (A113-2 (A) (B)(1)(2) and (C) must be 18 years or older to be eligible to obtain a permit to use the docking or ramp facilities described above.

E. A permit, be it a boat launch permit, transient docking, seasonal docking or seasonal parking permit, is not transferable and must be affixed to the vessel or vehicle. A permit may not be duplicated or copied and any such duplication or copy of a permit shall be deemed invalid and all penalty provisions of this Chapter shall apply to any vehicle or vessel in violation of the permit requirements.

F. All vessels docked at Town facilities shall comply with Riverhead Town Code Chapters 48, 64 and 106, all applicable U.S. Coast Guard rules and regulations, including inspections (if any) and, to the extent applicable, Town of Riverhead Docking Agreement.

~~§ A113-3. Waste and debris.~~

~~No owner or other person in charge of any boat, vessel or other watercraft shall empty, clean out, pump out or otherwise discharge water or waste material from the bilge holding tank(s) or toilets thereof into the waters.~~

§ A113-3. Vehicle Parking.

A. Parking at Riverfront Docking Facility

All motor vehicles parking in the vicinity of the Riverfront Docking Facility, including Riverfront Drive, McDermott Avenue, and parking lot areas shall not require a seasonal parking permit however all motor vehicles shall adhere to all parking restrictions and regulations set forth in Chapter 101.

B. Parking at East Creek Boat Launch Facility

All motor vehicles parked in the parking lot of the East Creek Boat Launch Facility (also known and referred to as the South Jamesport Boat Ramp) must have a seasonal parking permit issued by the Town of Riverhead Recreation Department as set forth in Chapter 48.

C. Parking at East Creek Docking Facility

All motor vehicles parked in the parking lot of the East Creek Docking Facility must have a seasonal "East Creek Docking Facility" parking permit issued by the Town of Riverhead Recreation Department. Note, each holder of an East Creek Docking Facility seasonal docking permit shall be issued one East Creek Docking Facility parking permit and may obtain one guest seasonal parking permit for an additional fee. The East Creek Docking seasonal parking permit and guest permit is only valid for parking within that portion of East Creek Town Beach located in South Jamesport segregated as and for parking associated with the East Creek Docking Facility and a seasonal parking permit shall be required for parking of motor vehicles in all other areas designated as a parking-by permit only, including the parking area for the East Creek Town Beach as set forth in Chapter 48.

~~§ A113-4. Rights of Town Board.~~

~~A. The Town Board or its representative can ask any vessel to leave the dock if that vessel is causing damage to persons or property.~~

~~B. Any representative of the Town Board shall have the right to board any boat in order to secure it or prevent it from bumping into or scraping other boats moored at any Town docking facility.~~

§ A113-4 Fees for transient docking, seasonal docking and seasonal parking permits.

A. The Town Board shall establish fees each year for transient docking, seasonal docking and seasonal parking for residents and non-residents.

B. The Recreation Department shall be authorized to collect all fees and distribute permits in accordance with an approved transient and seasonal docking permit and seasonal parking permit. The Town Board, by resolution, shall establish the period of time the seasonal permit, be it docking or parking, shall be valid for during the year such permit is issued.

§ A113-5. Mooring; tying; owner responsibility.

A. Dinghies, rowboats, floats or any small craft, capable of being stored on a vessel and less than 12' in length, which are usually tied to the stern of a larger boat, are not permitted, except when firmly secured to the upper deck of the accompanying boat or placed in the davits, typically used to support, raise and lower which are usually provided for on such boats. Dinghies, rowboats, floats or any small craft shall never be permitted to be located on the dock or at any boat slip overnight. Notwithstanding the above, the Town of Riverhead reserves the right to issue permits for overnight docking for such boats and all provisions of § A113-2 shall be made applicable to such permit.

B. License holders are responsible for the appearance of the boat and docks in front of or adjacent to their berth. Any damage to the docks, pilings, bulkhead or neighboring boats is the boat owner's responsibility.

§ A113-6. Prohibited acts.

A. Swimming is prohibited in the waters surrounding all Town docking facilities.

B. No boat shall be operated at a speed greater than five miles per hour nor create a dangerous wake at any Town docking facility pursuant to § 106-8C.

~~C. No unleashed animals are permitted at any Town Docking Facility. No owner or other person in charge of any boat, vessel or other watercraft shall empty, clean out, pump out or otherwise discharge water or waste material from the bilge holding tank(s) or toilets thereof into the waters.~~

D. No unleashed animals are permitted at any Town Docking facility. All owners and/or custodians shall be required to keep the animal on a leash and restrained not more than six feet in length from the owner or custodian at all times and shall not permit the animal

to defecate or urinate in the vicinity of other persons. If an animal defecates the owner shall immediately collect the feces and remove it.

§ A113-8. Penalties for offenses.

A. All boats docked at a Town dock without a permit issued by the Town of Riverhead and/or in violation of the provisions of this Chapter or Chapter 56. A will be fined \$10 per foot per day. The length of boat will be determined by the registration documents issued by the New York State Department of Motor Vehicles, such other governmental agency authorized to issue registration documents for the vessel or by measurement. ~~Boats at the docking facilities without a Riverhead Town license and/or permits will be fined \$10 per foot per day. Boats docked without a license and/or permits for more than a week may be removed/impounded at the owner's expense. and the owner shall be~~ responsible for all costs related to removal/impoundment and any and all other costs, including storage.

B. ~~Vehicles that launch boats at the Town boat launch ramp without a parking permit will be fined \$100 per occurrence.~~ Any individual who launches a boat at the East Creek Boat Launch Facility without a boat launch permit will be fined \$100 per occurrence.

C. ~~The Town Board can revoke the license or permit of any person for any violation of these rules. Any person(s) failing to affix a permit to the vessel or vehicle as set forth in A113-2, with the exception of a guest parking permit, shall be fined \$100.00 per occurrence/day and \$100.00 per day for each day that said vessel or vehicle continues to remain at dock and/or parking facility without the proper permit affixed to the vessel or vehicle.~~

D. Except as set forth in A113.8(a)(b)(c) or as otherwise set forth in Chapter 48, 64, 106 or in the Town of Riverhead Docking Agreement, any person violating any provisions of this Chapter shall be fined \$100.00 per day.

Overstrike represents deletion(s)
Underscore represents addition(s)

Dated: Riverhead, New York
April 5, 2016

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
DIANE M. WILHELM, TOWN CLERK

TOWN OF RIVERHEAD

Resolution # 226

**AWARDS BID FOR THE PURCHASE OF 2005-2010 USED MACK GRANITE TRUCK
MODEL CV713 WITH ROLL-OFF CABLE HOIST OR EQUIVALENT**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town Board, by Resolution #148 adopted on March 1, 2016, authorized the Town Clerk to publish and post a notice to bidders for sealed bids for the purchase of 2005-2010 Used Mack Granite Truck Model CV713 with Roll-Off Cable Hoist or Equivalent; and

WHEREAS, one (1) bid was received, opened and read aloud on the 21st day of March, 2016 at 11:00 a.m. at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders; and

WHEREAS, the Town Highway Superintendent did review the bid in the amount of \$75,000.00 from Gabrielli Truck Sales.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby awards the bid for the purchase of 2005-2010 Used Mack Granite Truck Model CV713 with Roll-Off Cable Hoist or Equivalent to Gabrielli Truck Sales in the amount of \$75,000.00 and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Gabrielli Truck Sales, 3200 Horseblock Road, Medford, NY 11763, George Woodson, Highway Superintendent, and the Office of Accounting; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 227

AUTHORIZES SUPERVISOR TO EXECUTE AGREEMENT WITH SUFFOLK YOUTH LACROSSE OFFICIALS ASSOCIATION (SYLOA) FOR REFEREE/UMPIRE SERVICES FOR TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE BOYS LACROSSE PROGRAM GRADES 3-8 FOR 2016 CALENDAR YEAR

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Suffolk Youth Lacrosse Officials Association (SYLOA) provides professional officials to referee games; and,

WHEREAS, the Suffolk Youth Lacrosse Officials Association has offered to provide professional officials to referee games for the 2016 Boys Lacrosse program offered to boys in Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to enter into an agreement with Suffolk Youth Lacrosse Officials Association for referee services for 2016 Boys Lacrosse program as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$3360.00; and

BE IT FURTHER RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to the Town Accounting Department; and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and if needed, a certified copy of the same may be obtained from the office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**AGREEMENT BETWEEN TOWN OF RIVERHEAD ON BEHALF OF
TOWN OF RIVERHEAD POLICE ATHLETIC LEAGUE AND
SUFFOLK YOUTH LACROSSE OFFICIALS ASSOCIATION**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the Town of Riverhead, a municipal corporation duly existing under the laws of the State of New York, (hereinafter referred to as the "Town"), with its principal place of business located at 200 Howell Avenue, Riverhead, NY and Suffolk Youth Lacrosse Officials Association, having an address at 189 Hidden Pond Path, Wading River, NY 11792.

WHEREAS, the Town of Riverhead Police Athletic League is a non-profit organization that provides organized sports programs, activities, and education for children ages 5-13 designed with the intent of giving children healthy social and behavioral skills and the goal to reduce their susceptibility to gang involvement, alcohol and drug use and delinquency; and

WHEREAS, the Suffolk Youth Lacrosse Officials Association provides professional officials to referee games; and,

WHEREAS, the Suffolk Youth Lacrosse Officials Association has offered to provide professional officials to referee games for the 2016 Boys Lacrosse program offered to boys Grades 3-8 in Riverhead that are part of and affiliated with the Town of Riverhead Police Athletic League; and

WHEREAS, by Resolution #_____ adopted on April 5, 2016, the Town Board authorized the Supervisor to enter into an agreement with Suffolk Youth Lacrosse Officials Association for referee services for 2016 Boys Lacrosse program as part of and affiliated with the Town of Riverhead Police Athletic League in an amount not to exceed \$3360.00.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

SECTION 1. Purpose:

The purpose of this Agreement is to contract with Suffolk Youth Lacrosse Officials Association to provide and arrange for officiating services for the boys lacrosse program as part of and affiliated with the Town of Riverhead Police Athletic League to increase the public health, safety, and quality of life for the youth of the Town of Riverhead. The extent of the Town's payment for services hereunder to Suffolk Youth Lacrosse Officials Association is intended to provide social and recreational programs and services that enable youth, especially from poor or otherwise disadvantaged family backgrounds, to participate in these healthy and productive programs to reduce crime and increase youth opportunities for productive activities within the community.

SECTION 2. Scope of Work:

Suffolk Youth Lacrosse Officials Association shall provide and arrange for officiating services for the 2016 Boys Lacrosse program offered to the youth of Riverhead as part of and affiliated with the Town of Riverhead Police Athletic League.

SECTION 3. Duration of Contract:

The term of this agreement shall commence on _____, 2016 and expire at the end of the 2016 Town of Riverhead Police Athletic League Lacrosse season.

SECTION 4. Consideration:

As consideration for the services provided, as specified in Paragraph 2, the Town will reimburse or provide *payment to the Suffolk Youth Lacrosse Officials Association for a sum of money not to exceed \$3360.00 for 2016 Boys Lacrosse for 2016 Lacrosse Program to provide and arrange for officiating services for said program(s) that are part of and affiliated with the Town of Riverhead Police Athletic League during the contract period. Suffolk Youth Lacrosse Officials Association may submit vouchers seeking payment or reimbursement for monies spent on officiating services on a biweekly or monthly basis during the contract period. *To the extent that Suffolk Youth Lacrosse Officials Association seeks payment prior to completion of officiating services, Suffolk Youth Lacrosse Officials Association shall be required to provide the Town with documentation to substantiate costs related to such services within 60 days. It is agree and understood that consideration is limited to payment or reimbursement of monies/costs related to officiating services and no additional costs, charges, or fees are permitted under this agreement.

SECTION 5. Relationship:

The Town and Suffolk Youth Lacrosse Officials Association intend that an independent contractual relationship be created by this contract. The Suffolk Youth Lacrosse Officials Association is not considered to be an employee of the Town for any purpose and neither the Suffolk Youth Lacrosse Officials Association nor any employee of the Suffolk Youth Lacrosse Officials Association shall be entitled to any of the benefits the Town provides for the Town's employees, including, but no limited to, health insurance, sick or annual leave, or workers compensation. The Suffolk Youth Lacrosse Officials Association specifically represents and stipulates that the Suffolk Youth Lacrosse Officials Association is engaged in the business of providing the services set forth in this contract, whether or not for profit, and that the Suffolk Youth Lacrosse Officials Association is fully registered and legally authorized to conduct such business, and pays all necessary taxes and assessments levied against such business. The terms of this agreement are not intended to create any duties, obligations or liabilities to any third parties. Neither party intends this agreement to create any third-party beneficiaries to this agreement.

SECTION 6. Suspension, Termination, and Close Out:

If the Suffolk Youth Lacrosse Officials Association fails to comply with the terms and conditions of this contract, the Town may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract.

SECTION 7. Changes, Amendment, Modifications:

The Town and Suffolk Youth Lacrosse Officials Association may, agree from time to time, to

change or modify the Scope of Work to be performed hereunder. Any such change, amendment or modification shall be in writing and signed by all parties.

SECTION 8. Assignability:

The Suffolk Youth Lacrosse Officials Association shall not assign any interest on this contract and shall not transfer any interest on the contract without prior written consent of the Town.

SECTION 9. Reports and Information:

The Suffolk Youth Lacrosse Officials Association at such times as and in such form as the Town may require, shall furnish the Town such periodic reports, including an accounting for the expenditures of Town funds, as it may request pertaining to the work of services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

SECTION 10. Liability and Indemnification:

The Suffolk Youth Lacrosse Officials Association agrees to hold the Town harmless and shall indemnify and defend all claims, demands, or suits of law or equity arising from the negligent or intentionally wrongful actions or omissions of the Suffolk Youth Lacrosse Officials Association officials or agents in providing the services called for under this agreement.

SECTION 11. Severability:

If any portion of this Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining portion.

IN WITNESS WHEREOF, the Town and the Suffolk Youth Lacrosse Officials Association have executed this contract agreement as of the date and year last written below:

Town of Riverhead

Sean M. Walter, Supervisor

Date

Attest:

Town Clerk

Town Attorney

Suffolk Youth Lacrosse Officials Association

Date

TOWN OF RIVERHEAD

Resolution # 228

**ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED
"VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(\$101-3. Stop and yield intersections; railroad crossings; parking fields.
(Burman Blvd. intersecting with Grumman Blvd., Calverton)**

Councilwoman Giglio offered the following resolution,

which was seconded by Drop Down for Councilperson

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 1st day of March, 2016 at 2:10 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the News-Review Newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on April 5, 2016.

Be it enacted by the Town Board of the Town of Riverhead as follows:

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE III
Traffic Regulations

§ 101-3. Stop and yield intersections; railroad crossings; parking fields.

- A. Stop intersections. The following intersections are designated as stop intersections, and stop signs shall be erected at such intersections as follows:

Intersection	Stop Sign On	Entrance From
<u>Grumman Boulevard & Burman Boulevard</u>	<u>Burman Boulevard</u>	<u>North</u>

- Underline represents addition(s)

Dated: Riverhead, New York
April 5, 2016

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 229

ADOPTS A LOCAL LAW TO AMEND CHAPTER 101 ENTITLED "VEHICLES & TRAFFIC" OF THE RIVERHEAD TOWN CODE
(§101-10. Parking prohibited. – Sound Avenue & CR 105)

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, the Town Clerk was authorized to publish and post a public notice to hear all interested persons to consider a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code; and

WHEREAS, a public hearing was held on the 1st day of March, 2016 at 2:05 o'clock p.m. at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place specified in said public notice, and all persons wishing to be heard were heard.

NOW THEREFORE BE IT RESOLVED, that the local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code is hereby adopted as specified in the attached notice of adoption; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish the attached notice of adoption once in the News-Review newspaper and to post same on the signboard at Town Hall; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

**TOWN OF RIVERHEAD
NOTICE OF ADOPTION**

PLEASE TAKE NOTICE, that the Town Board of the Town of Riverhead adopted a local law amending Chapter 101 entitled, "Vehicles & Traffic" of the Riverhead Town Code at its regular meeting held on April 5, 2016. **Be it enacted** by the Town Board of the Town of Riverhead as follows:

Chapter 101
VEHICLES AND TRAFFIC
ARTICLE V
Parking, Standing and Stopping

§ 101-10. Parking prohibited.

The parking of vehicles is hereby prohibited in the locations as follows:

Name of Street	Side	Location
<u>Sound Avenue</u>	<u>South</u>	<u>From its intersection with C.R. 105 continuing in an easterly direction for a distance of 400 feet</u>

- Underline represents addition(s)
- Overstrike represents deletion(s)

Dated: Riverhead, New York
April 5, 2016

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, Town Clerk

TOWN OF RIVERHEAD

Resolution # 230

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT WITH
D & B ENGINEERS AND ARCHITECTS, P.C.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead is desirous of retaining the services of an engineering and consultant firm for professional engineering, consulting and technical services in connection with administration of a portion of the Town's storm water management program, specifically storm water pollution prevention plan review regarding construction activities; and

WHEREAS, D & B Engineers and Architects, P.C., is ready, willing and able to provide such services as desired by the Town of Riverhead pursuant to a fee schedule delineated in the attached proposed agreement.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached Agreement with D & B Engineers and Architects, P.C., regarding storm water pollution prevention plan review services regarding construction activities pursuant to a fee schedule delineated in the attached proposed agreement; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Steven M. Cabrera, D & B Engineers and Architects, P.C., 330 Crossways Park Drive, Woodbury, New York, 11797; Drew Dillingham, Town Engineering Department; Bill Rothaar, Town Financial Administrator; and the Office of the Town Attorney; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

CONSULTANT/PROFESSIONAL SERVICES AGREEMENT

THE TOWN OF RIVERHEAD

AND

D & B ENGINEERS AND ARCHITECTS, P.C.

AGREEMENT made this day of , 2016, between the TOWN OF RIVERHEAD, with its principal offices at 200 Howell Avenue, Riverhead, New York, 11901, (hereinafter referred to as "Town"), and D & B ENGINEERS AND ARCHITECTS, P.C., with principal offices at 330 Crossways Park Drive, Woodbury, New York 11797 (hereinafter referred to as "Engineer/Consultant").

WITNESSETH:

WHEREAS, pursuant to Town Board Resolution no. 824-2012, dated October 16, 2012, the Town of Riverhead was desirous of retaining the services of the Engineer/Consultant for professional engineering, consulting and technical assistance in connection with administration of a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, and with services set forth herein which will also be delineated in a Town Requisition/Purchase Order or Scope of Work as approved in writing by the Town (herein referred to as "RPO" or "Scope of Work").

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall be effective and deemed commencing on January 1, 2016, and terminating on December 31, 2016. This Agreement may be renewed, on the same terms and conditions, for a one year period as required for the completion of professional services as authorized pursuant to written consent of all parties.

2. SCOPE OF SERVICES

The Engineer/ Consultant shall provide all required engineering, consultant and technical services ON A NON-EXCLUSIVE BASIS, in connection with a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, for those construction activities requiring same, as follows, and as will be set forth in an RPO or authorized Scope of Work:

A. The Engineer/Consultant shall undertake review of subject storm water pollution prevention plans upon receipt from the Town Engineer/Storm Water Management Officer and render appropriate and necessary directives concerning same. Services shall include, but not be limited to:

Project management; attendance at all meetings including individual departments; providing all necessary information; analyses; data; investigation; reports; correspondence; support documentation; recommendations; preliminary reports and/or design; final reports and/or final design; clarifications, interpretations and review and analysis of bid submissions, if applicable; construction supervision and status reports of construction; drawings and reports in electronic form such as CADD and word processing; and providing technical assistance and qualified technical personnel for supplementation of Town departmental staffs when required. Engineer/Consultant shall provide its services in a timely manner.

B. Engineer/Consultant warrants, represents, agrees and declares that Engineer/ Consultant and its subordinates possesses the education, knowledge, training and experience to administer and implement a portion of the Town's Storm Water Management Program, specifically storm water pollution prevention plan review, processing and implementation, pursuant to the Town of Riverhead's statutory and legal obligations as contained in the Federal Clean Water Act, section 402, et seq.; Article 17, Titles 7, 8 and Article 70 of the NYS Environmental Conservation Law; New York's State Pollutant

Discharge Elimination System (SPDES), as authorized pursuant to Permit No. GP-0-15-003, effective May 1, 2015 (and second modification effective January 13, 2016), expiration April 30, 2017, and any subsequent amendments thereto; and Riverhead Town Code Chapters 109 and 110 and sections 108-95 and 108-129. Engineer/Consultant acknowledges, agrees and understands that the Town has relied on Engineer/Consultant's representations contained within this paragraph in awarding this Agreement to Engineer/Consultant.

C. The Town shall have the right to modify the services, specifications and time delivery requirements specified in the RPO or specified in the authorized Scope of Work submission, including any timeframe set forth in any Schedule, subject to reasonable notice to Engineer/Consultant.

D. Engineer /Consultant further represents, warrants and agrees that Engineer/Consultant has read, is fully familiar with, and agrees to implement Stormwater Pollution Prevention Plan review in compliance with the following documents which are material terms of this Agreement, and acknowledged by all parties to have been previously provided in the original agreement dated October 16, 2012, and incorporated by reference as if recited in their entirety herein:

- 1) Schedule 1: Storm Water Pollution Prevention Plan Review Instructions
- 2) Schedule 2: Compliance Inspection Review Procedure
- 3) Schedule 3: Storm Water Management Plan Preparation and Review Checklist
- 4) Schedule 4: Erosion and Sediment Control Plan Review Checklist

E. All project schedules and deadlines, as established and accepted by the Town, shall set forth in specificity the dates, task components, timeframes and deliverable dates of completion, for each specific component of the project.

F. At the request of Town personnel, the Engineer/Consultant shall submit a project proposal detailing the scope of services to be provided, the milestones and dates for completion, the maximum estimated cost of the services provided for the project at an

authorized hourly rate pursuant to an approved RPO or written statement as to the maximum fee for a specific project (lump sum) including milestones or portions thereof pursuant to an approved RPO. No work is to be undertaken by the Engineer/Consultant until the Engineer/Consultant receives a fully executed Professional Services Requisition Form approved by the Engineering Department, the Finance Department and the Deputy Supervisor.

3. PROFESSIONAL SERVICES

A. The Engineer/Consultant and Town agree that Kenneth J. Pritchard, P.E., an employee with Engineer/Consultant shall be the individual directly performing or directly providing supervision and overseeing the scope of services. At the request of the Town, the Engineer/Consultant shall submit a list of other technical personnel providing services in connection with the project.

B. The Engineer/Consultant warrants and represents that the final product will substantially conform and be performed in accordance with the services identified in the RPO or approved Scope of Work to the satisfaction of the Town. The Engineer/Consultant agrees to correct or replace, within the timeframe established herein by the Town, at its own expense without any cost to the Town, upon written notice, any final product, or portion thereof, that does not conform to the specifications ("substandard services"). If the Town has paid Engineer/Consultant for any task or portion thereof, then Engineer/Consultant shall perform such corrective services at its own expense. Should the Engineer/Consultant be unable to cure/correct the deficiencies or render any project or portion thereof suitable for the Town's purpose, herein defect, within the timeframe established, not to exceed ten (10) days or additional time as may be authorized by the Engineering Department in writing, or if the Town is unable to utilize any portion of the project deliverable as presented, then the Town may terminate this Agreement and be entitled to receive a refund of the monies paid regarding the project deliverable(s) within thirty (30) days.

C. The Engineer/Consultant shall not be liable to the Town for any damages arising

from the substandard services or defects without being given a reasonable opportunity to correct the substandard services or defects in accordance with the above paragraph.

However, the failure to cure any substandard service or defect may result in the Town taking further action consistent with this Agreement and/or pursuant to applicable statutory authority.

D. The Engineer/Consultant agrees to report on a regular basis, and as often as necessary, to appropriate Town personnel, for each particular project as requested. Any work completed for each project deliverable shall be subject to the approval and to the satisfaction of the Town Engineer/Stormwater Management Officer, Town Attorney or designee and the Town Board of the Town of Riverhead.

E. The Town shall be deemed to be the owner and have all of the right, title and ownership of any and all of the proprietary rights, copyrights for any and all work performed and work product, for each particular project. Said work product shall be deemed to include, but not be limited to, all documentation developed or pertaining to the project, including the Engineer's/Consultant's preliminary, intermediate and final designs, plans and reports, specifications, bidding documents, bid proposal documents; all drawings including as built-drawings, analysis, designs, plans, and specifications. Drawings and reports in electronic media form such as CADD and word processing shall be included.

F. The Engineer/Consultant warrants and represents that it has secured legally sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement.

G. In connection with the services under this Agreement, if Suffolk County Real Property Parcel Data is required, the Engineer/Consultant must provide to the Town, as required, an executed Sub-license Agreement between the Town, Suffolk County Real Property and the Engineer/Consultant authorizing the Engineer's/Consultant's use of Tax Maps and Product/data known as Suffolk County Real Property's Geographic Information System (GIS Basemap). The Engineer's/Consultant's use of the GIS Basemap shall be in full

compliance with the terms and conditions of the Sub-license Agreement and the License Agreement between the Town and Suffolk County. Prior to utilizing the GIS Basemap, the Engineer/Consultant shall be required to identify and notify, in writing, the Town of Riverhead and Suffolk County Real Property Tax Service Agency, as set forth below, of the project and scope of work that requires the Engineer's/Consultant's use of the GIS Basemap. Written notification to the Town shall be to the attention of the Town Engineer and written notification to Suffolk County shall be as follows:

Penny Wells LaValle, Director
Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901-3398

Failure to provide the required written notification shall be a violation of this Agreement.

H. The Engineer/Consultant shall hold in confidence and not use or disclose to others any confidential or proprietary information of Town which is disclosed to Engineer/Consultant, including but not limited to any data, information, plans, programs, processes, costs, or operations of Town, provided, however, that such obligations hereunder shall not apply if such information (a) is available to the general public or (b) is required to be disclosed pursuant to law, court order or subpoena.

I. The Engineer/Consultant warrants and represents that any and all work done pursuant to this Agreement is that of the Engineer/Consultant, and not that of any other consultant. The Engineer/Consultant must receive written approval from the Town before engaging special consultants or any other professional services. Special consultants, as authorized by the Town, shall be retained for a particular specialized portion of a project and services performed by the special consultant will be under the direct supervision of the identified person in paragraph A above. All provisions of this Agreement including but not limited to wage rates and insurance requirements shall apply to approved special consultants. Any approved special consultants shall be paid directly by Engineer/Consultant and shall not constitute an additional cost to the Town unless agreed to

in writing.

J. The Engineer/Consultant warrants and represents that any and all work performed by said Engineer/Consultant, and the approved special consultants for the project will be fit for the particular purpose of said project and shall possess the necessary skill and knowledge to perform the services. Furthermore, Engineer/Consultant realizes and acknowledges that the Town is relying upon Engineer/Consultant's skill, expertise and professional Judgment in the performance of said services, work, and that the services, work will be specific to the Town's needs and intended use.

4. CONTRACTUAL RESTRICTIONS

The Engineer/Consultant retained by the Town of Riverhead for services in connection with the review of storm water pollution prevention plans shall be prohibited from performing any work or services for any entity, individual, property owner or other involved governmental agency which may reasonably relate to the subject matter of the Engineer's/Consultant's report. This prohibition shall be for a period of two (2) years, which shall commence upon any action taken by the Town as a result of the Engineer's/Consultant's recommendations. The Engineer/Consultant shall disclose in writing any and all entities, individuals, property owners or other governmental agencies for which the Engineer is currently providing or has previously provided services, which involve the subject of the report.

5. PAYMENT

A. No work is to be undertaken by Engineer/Consultant until Engineer/Consultant receives a fully executed Professional Service Requisition Form approved by the Town Engineer/Storm Water Management Officer, the Finance Department and the Deputy Supervisor.

B. The Town shall pay the Engineer/Consultant the following fee for the services described in the approved PSR or authorized Scope of Work upon the Town's acceptance of the work, on either a specific project, task/milestone, basis (lump sum basis) or an hourly

rate as set forth below.

C. Where the Professional Services Requisition (PSR) sets forth specific amounts for either a project or for milestones or portions of a project, upon acceptance of the services provided, the Engineer shall be paid the lower amount of either:

- 1) The specific amount for that project or milestone/portion of the project as set forth in the PSR; or
- 2) The hourly billable rate for the project or milestone /portion of the project (which hourly billable rate shall not exceed the amounts set forth in subparagraph 5. E. below). The Engineer/Consultant shall set forth the estimated maximum billable hours for each project or milestone/portion of the project as determined by the Town to be reasonable and as stated in the PSR.
- 3) In no event shall the amount for the specific project, including milestones/portions thereof, exceed the amount set forth in the approved PSR.

D. The Engineer/Consultant shall be paid for storm water pollution prevention plan (SWPPP) review from initial application through post-construction management practice, as authorized and directed by the Town, as follows:

E. The Engineer/Consultant shall set forth in Schedule 5 each employee's name, title and billable rate as of January 1, 2016, which shall remain in effect for the entire term of this contract. Schedule 5 may be amended to add additional employees at the billable rates established for the various titles within Schedule 5. The hourly rates shall not exceed the following:

- 1) For Kenneth J. Pritchard, P.E., the billable rate shall be \$175.00 per hour for the term of this Agreement.
- 2) For any other engineer or site inspection by any party (including but not limited to Steven Cabrera, Christopher Clement, Jason Tonne, Steve Patak, Meredith Byers, John Cammarano, Adam Silbert, Anthony Raguseo and Phil Minicozzi), the billable rate shall be \$110.00 per hour

for the term of this Agreement. However, commute time to and from the inspection site shall be a non-billable cost.

F. The approved fee paid shall include the preparation and submission to the Town of all required documents to the Town including but not limited to the documents specified in section 2(D) above.

1) Non-billable costs shall include, but not be limited to, commute time to and from any inspection site or Town facility/property, secretarial services, drafting supplies, stenographic supplies, photocopy costs, postage (including express delivery services except where requested and authorized by the Town), typing and word processing costs, all other administrative costs and travel expenses to and from the project site(s) or Town Hall or other locations anticipated in the routine day-to-day accomplishment and completion of the assigned tasks and/or Projects.

G. Engineer/Consultant may be additionally reimbursed for reasonable, unforeseeable costs upon written approval of the Town.

H. The records and files of the Engineer /Consultant pertaining to this contract shall be subject to audit by the Town.

I. Requests for payment for professional services under this contract shall be submitted by the Engineer/Consultant on a Task completion basis no later than thirty (30) days from the calendar month being billed; e.g., Tasks completed in January shall be submitted no later than February. Requests for payment shall be in the form required by the Financial Administrator including, but not limited to, supporting backup material containing employees names, titles, dates and number of hours worked and brief description of the work performed. Failure to submit the requests for payments within sixty (60) days of completion may result in the Town denying payment. The Town shall render payment to Engineer/Consultant within sixty (60) days of receipt of said statement by the Town subject to receipt of all required, proper and appropriate documentation.

J. Invoices for services and reimbursable expenses shall contain the following statement signed by Consultant or an officer or duly authorized representative: "I hereby certify, to the best of my knowledge and belief, that this invoice is correct, and that all items invoiced are based upon actual costs incurred or services rendered consistent with the terms of the professional services agreement." Each invoice for reimbursable expenses shall be supported by: (a) an itemized description of expenses claimed; (b) pertinent information relative to the expenses; and (c) attached receipts. Invoices shall reference this Agreement or otherwise be identified in such a manner as Town may reasonably require.

6. INSURANCE

The Engineer/Consultant shall procure and maintain at its own cost and expense professional errors and omissions insurance and such public liability and other insurance as will protect the Town, its officers, employees and the people of the Town of Riverhead from any claim or claims for damages to property and for bodily injury and personal injury, including death, which may arise from or relate to the terms and conditions of this agreement. Said policies or certificates of insurance shall be delivered to the Town with full premiums paid, and shall be subject to the approval of the Town Attorney for adequacy and form of protection. Said policies and certificates (other than the professional errors and omissions insurance) shall name the Town of Riverhead, the Town Board, and its officers as additional insureds.

The insurance provided shall include the following:

- 1) Comprehensive general liability on an occurrence basis:
 - a) General aggregate - \$4,000,000.00
 - b) Products completed, operations aggregate - \$2,000,000
 - c) Personal and advertising injury - \$2,000,000.00
 - d) Each occurrence - \$2,000,000.00
 - e) Fire damage - \$50,000.00
 - f) Medical expense (any one person) \$5,000.00

The foregoing aggregate limits shall apply on a per project basis.

2) Automobile liability:

- a) Any auto coverage - \$1,000,000.00
- b) Hired autos - \$1,000,000.00
- c) Non-owned auto coverage - \$1,000,000.00

3) Workers' Compensation Insurance and Employer Liability

- a) Each accident - \$100,000.00
- b) Disease - policy limit \$500,000.00
- c) Disease - each employee \$100,000.00

4) Disability Benefits - Liability (Statutory requirements)

5) Professional Errors and Omissions Insurance coverage of not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate.

And/or

6) Excess Umbrella Liability Insurance Coverage addressing the above policy limits subject to approval of the Town.

The Town may modify the insurance requirements, prior to the commencement of services, if the Engineer/Consultant can demonstrate that the scope of services to be performed does not warrant such coverage. The Town Attorney of the Town of Riverhead shall be the stipulated recipient of said Certificate of Insurance. Insurance certificates shall be subject to the review and approval of the Town's Insurance Manager. It shall be further stipulated thereon that the Town Attorney of the Town of Riverhead shall be given at least thirty (30) days notice of cancellation of said coverage, which shall be remitted to the Town Attorney, 200 Howell Avenue, Riverhead, New York 11901. In the event that Engineer/Consultant's insurance covers the actions of its special consultants, those special consultants will not be required to meet the insurance requirements of this Agreement, otherwise special consultants shall be required to provide insurance at the policy limits specified above.

7. INDEMNIFICATION

The Engineer/Consultant expressly agrees that it shall protect, defend, pay, indemnify and hold harmless, the Town of Riverhead, its officers, employees, agents, servants, and/or independent contractors, from and against any and all claims, actions, suits, arbitrations, judgments and/or executions, including appeals, plus attorneys' fees, for any act or failure to act or liability of Engineer/ Consultant, its employees, officers, servants, agents and/or subcontractors arising as a result of the negligent performance of work under this Agreement, which shall be deemed to include but not be limited to bodily injury, personal injury, wrongful death, property damages, any and all professional errors and omissions, and any matters pertaining to royalties, licensing, patent infringement, and/or copyright infringement. This provision shall be deemed effective when the Engineer/Consultant first performs the work for the Town, and shall survive the termination, expiration and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. As applicable, the Engineer/ Consultant shall defend, indemnify, and hold the Town harmless from claim or damage arising out of (i) the lack of right or authority to use the Software, or (ii) infringement of any U.S. copyright, trade secret, or patent known to Engineer/Consultants a result of the use of any Software; the Town shall notify the Engineer/Consultant in writing of any such suit or claim, and that Engineer/Consultant shall further defend, compromise, or settle same. Engineer/Consultant will indemnify and hold Town harmless from and against any and all claims, damages, liabilities, losses, judgments, costs and expenses (including without limitation reasonable attorneys' fees) occasioned by or arising out of any claim by any third party that the configuration of the software products as used by Engineer/Consultant or any services provided by Engineer/Consultant infringe or violate any patent or copyright, trade mark, trade secret, confidential information, know-how, trade secrets, moral rights, contract

or subscription rights, confidential and proprietary information protected under the contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, services marks and other similar rights or interest in intellectual or industrial property or infringement or other party intellectual or claims or royalties, licensing, patent infringement or similar intellectual property right of any third party. This provision shall be deemed to take effect when Engineer/Consultant first performs work for the Town, and shall be deemed to survive the termination, expiration, and/or renewals of this Agreement until the latter of either the running of the applicable statute of limitations, or the final resolution of any outstanding claims, actions, suits, liens, judgments and/or executions. Engineer/Consultant agrees that the Town may use counsel of its own choosing regarding indemnification.

8. NOTICES

Any notice given under this Agreement shall be deemed given upon receipt when sent by overnight mail or certified mail, return receipt requested, to the following addresses:

TOWN OF RIVERHEAD
200 Howell Avenue
Riverhead, New York 11901
Att: Riverhead Town Attorney

D & B ENGINEERS AND ARCHITECTS, P.C.
330 Crossways Park Drive
Woodbury, New York 11797
Att: Kenneth J. Pritchard, P.E.

and such other Town departments or individuals that the Town of Riverhead subsequently designates in writing to receive notice in addition to the Town Attorney.

9. ADDITIONAL RESPONSIBILITIES

A. Engineer/Consultant shall comply with all Federal, State, County and Town statutes, laws, ordinances, codes, rules and/or regulations which pertain to Engineer/Consultant's work under this Agreement.

B. Engineer/Consultant further warrants and represents that it has secured legally

sufficient and appropriate permission, including but not limited to licensing rights, as to any and all work to be performed pursuant to this Agreement. Engineer/Consultant shall obtain all necessary permits and approvals on behalf of the Town as required pursuant to Federal, State, County and Local Laws in connection with all work under this Agreement. Upon Town direction, it shall be an additional responsibility of the Engineer/Consultant to inspect the applicant/developer's site, post-construction, and/or undertake any Town-directed bonding, payment, or maintenance agreement facilitation and/or recording.

10. TERMINATION

Either party may terminate this Agreement at any time for any reason, with or without cause. In the event of termination the Town shall only be obligated to pay Engineer/Consultant for the services completed prior to the date of the receipt by Engineer/Consultant of the notice of termination. Notice shall be given in accordance with the Notice provision of this Agreement. In the event that this Agreement is terminated, the Engineer/Consultant shall immediately provide the Town with all documents, including but not limited to any documentation, reports, analysis or data for the milestones and/or project and make any required revisions, if any, of the tasks/milestones or projects currently being addressed. Upon the Town accepting the tasks/milestones and/or project documents, the Town shall render payment to Engineer/Consultant for the services provided and accepted by the Town.

11. MISCELLANEOUS

A. This Agreement shall be deemed personal and shall be non-assignable by either party. Furthermore, this Agreement is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue, or claim any rights under this Agreement.

B. If any term, provision, or portion of any provision of this Agreement shall be deemed illegal, invalid and/or non-enforceable, the remainder of this Agreement shall be

deemed to remain valid and shall be enforced to the fullest extent permitted by law.

C. The Engineer/Consultant agrees that this Agreement shall not be pledged, hypothecated or used as security for a loan.

D. Any waiver by the Town of any term, condition, covenant and/or provision of this Agreement shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this Agreement. Moreover, a failure by the Town to assert any right or privilege shall not be deemed a waiver or relinquishment thereof. Except as otherwise expressly provided herein, any rights and powers of the Town shall be deemed cumulative, and no one of them shall be deemed exclusive of any other remedy provided by law, and exercise of any one, shall not impair the right to exercise the other.

E. This Agreement shall be construed pursuant to the laws of the State of New York and any action or proceeding shall be commenced in the County of Suffolk.

F. In the event of a conflict between the terms of this Agreement and the PSR or approved Scope of Work, the terms of this Agreement shall control.

G. Each and every provision of law and clause required by law to be inserted in this Agreement, shall be deemed to be inserted herein.

H. The foregoing Agreement embodies the entire Agreement between the parties with respect to the subject matter stipulated herein. It shall not be changed or modified, except in writing, and executed by both parties.

IN WITNESS WHEREOF, this Agreement shall be effective as of the date last written below.

D & B ENGINEERS AND ARCHITECTS, P.C.

TOWN OF RIVERHEAD

By: _____
Kenneth J. Pritchard, P. E., Vice-President

By: _____
Sean M. Walter, Town Supervisor

Date: _____

Date: _____

STATE OF NEW YORK)

) SS:

COUNTY OF NASSAU)

On the ____ day of _____, 2016, before me, the undersigned, a Notary Public in the State of New York, personally appeared Kenneth J. Pritchard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF SUFFOLK)

On the ____ day of _____, 2016, before me, the undersigned, a Notary Public in the State of New York, personally appeared Sean M. Walter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the Instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TOWN OF RIVERHEAD

Resolution # 231

AWARDS BID FOR GENERAL HARDWARE ITEMS

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Town Clerk was authorized to publish and post a notice for sealed bids for **GENERAL HARDWARE ITEMS** for the Town of Riverhead and;

WHEREAS, 2 bids were received and opened at 2:00 pm on MARCH 29. 2016 at Town Hall, 200 Howell Avenue, Riverhead, New York, the date, time and place given in the Notice to Bidders.

NOW THEREFORE BE IT RESOLVED, that the bid for **GENERAL HARDWARE ITEMS** for the Town of Riverhead be and hereby is, awarded to **GRIFFING HARDWARE CO., INC.** for **15% off the current ACE Hardware catalog.**

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 232

AUTHORIZATION TO PUBLISH ADVERTISEMENT OF A REQUEST FOR PROPOSALS FOR NEW RENEWABLE CAPACITY AND ENERGY (LIPA 2015 RENEWABLE RFP)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead seeks proposals for New Renewable Capacity and Energy as more fully described in LIPA Request for Proposals for New Renewable Capacity and Energy (“2015 Renewable RFP”) issued December 22, 2015, Addendum 1 January 15, 2016 and due June 1, 2016; and

WHEREAS, the intention of the Town is to enter into a lease agreement or contract for sale of property with a qualified firm that will develop a Renewable Energy System as defined by the New York State Energy Research and Development Authority (NYSERDA) at various Town-owned properties; and

WHEREAS, the Town of Riverhead seeks authorization to publish and post a notice to bidders for proposals for New Renewable Capacity and Energy.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the issuance of a Request for Proposals for New Renewable Capacity and Energy; and be it further

RESOLVED, that the Town Clerk is hereby authorized to publish and post the following public notice in the April 14, 2016 issue of the News-Review; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

NOTICE TO BIDDERS

TAKE NOTICE, that sealed proposals will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **May 11, 2016 at 11:00 o'clock am**, prevailing time, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals for **New Renewable Capacity and Energy**.

Specifications and guidelines for submission of proposals will be available on **April 14, 2016** on the Town of Riverhead website at www.townofriverheadny.gov, click on bid requests.

Each proposal must be submitted in a sealed envelope clearly marked “**New Renewable Capacity and Energy**” Proposals must be received by the Office of the Town Clerk by no later than **11:00 am on May 11, 2016**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

TOWN OF RIVERHEAD

Resolution # 233

APPROVES THE CHAPTER 90 APPLICATION OF
APPLE HONDA
(Used Car Tent Sale - May 13, 2016 through June 13, 2016)

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 2, 2016, William Fields, on behalf of Apple Honda, submitted a Chapter 90 Application for the purpose of conducting a used car tent sale upon their property at 1375 Old Country Road, Riverhead, New York, commencing on May 13, 2016 and ending on June 13, 2016, between the hours of 9:00 a.m. and 8:00 p.m., Monday through Friday and between the hours of 9:00 a.m. and 6:00 p.m., Saturday and Sunday; and

WHEREAS, Apple Honda has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the applicable Chapter 90 Application fee has been paid; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Apple Honda for the purpose of conducting a used automobile tent sale upon their property at 1375 Old Country Road, Riverhead, New York, commencing on May 13, 2016 and ending on June 13, 2016, between the aforementioned hours, is hereby approved; and be it further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire

Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that an Outdoor Public Safety Plan shall be submitted to the Fire Marshal's office **no later than April 15, 2016**; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Apple Honda, Attn: William Fields, 1375 Old Country Road, Riverhead, New York, 11901, and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 234

**APPROVES CHAPTER 90 APPLICATION OF EAST END TOURISM ALLIANCE
("Paddle Battle" Water Race & Craft Beverage Tasting Event – July 30, 2016)**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on February 12, 2016, Bryan DeLuca, on behalf of East End Tourism Alliance (hereinafter referred to as "EETA") submitted a Chapter 90 Application for the purpose of conducting a canoe, kayak and stand up paddle board race entitled "Paddle Battle" on the Peconic River at the Peconic Riverfront, Riverhead, between the hours of 6:00 a.m. and 5:30 p.m., together with a craft beverage tasting event to be held on the lawns of the East End Arts Council's property located at 431 East Main Street, Riverhead, New York, to be held between the hours of 12:00 noon and 5:00 p.m., on Saturday, July 30, 2016; and

WHEREAS, EETA has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, EETA has requested the Chapter 90 Application Fee be waived due to its not-for-profit status: and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of EETA for the purpose of conducting a canoe, kayak and stand up paddle board race entitled "Paddle Battle" on the Peconic River at the Peconic Riverfront, Riverhead, to be held on Saturday, July 30, 2016, between the hours of 6:00 a.m. and 5:30 p.m., together with a craft beverage tasting event to be held on the lawns of the East End Arts Council's property located at 431 East Main Street, Riverhead, New York, between the hours of 12:00 noon and 5:00

p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of an Outdoor Public Safety Plan to be submitted to the Fire Marshal's office;
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of an acceptable Certificate of Insurance to include general liability and liquor liability having acceptable limits naming the Town of Riverhead as an additional insured;
- Receipt of copies of valid certification cards for all TIPS certified waitstaff;

and be it further

RESOLVED, that all of the above permits, documentation and insurance are to be received **no later than June 1, 2016**; and be it further

RESOLVED, that this approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol vehicles to assist with vehicular and pedestrian traffic, **no later than May 30, 2016**; and be it further

RESOLVED, that Chapter 46 of the Riverhead Town Code entitled "Alcoholic Beverages" is deemed to be waived for the service of alcoholic beer during the event provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 108-56 entitled, "Signs" and any other section of the Town Code that may pertain to this event; and be it further

RESOLVED, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that due to the applicant's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to East End Tourism Alliance, 431 E. Main Street, Riverhead, New York,

11901, Attn: Bryan DeLuca; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 235

**APPROVES CHAPTER 90 APPLICATION OF
EAST END ARTS & HUMANITIES COUNCIL, INC.
(20th Annual Community Mosaic Street Painting Festival – Sunday, May 29, 2016)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on February 3, 2016, Patricia Snyder, on behalf of the East End Arts & Humanities Council Inc. (“EEAC”), submitted a Chapter 90 Application for the purpose of conducting their 20th Annual Community Mosaic Street Painting Festival having street chalk painting, music, arts and crafts exhibits and food concessions, to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Street, Riverhead, New York, on Sunday, May 29, 2016, having a rain date of Monday, May 30, 2016, between the hours of 8:00 a.m. and 5:00 p.m.; and

WHEREAS, EEAC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the applicant has requested the Chapter 90 application fee be waived due to its not-for-profit status; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Riverhead Town Attorney has reviewed all documents including the certificate of insurance regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town Board of the Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 application of EEAC for the purpose of conducting their 19th Annual Community Mosaic Street Painting Festival having street chalk painting, music, arts and crafts exhibits and food concessions, to be held on EEAC grounds and parking lot and E. Main Street, between Roanoke Avenue and East Street, Riverhead, New York, on Sunday, May 29, 2016, having a rain date of Monday,

May 30, 2016, between the hours of 8:00 a.m. and 5:00 p.m., is hereby approved; and be it further

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office **no later than April 29, 2016**; and be it further

RESOLVED, that the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the East End Arts & Humanities Council, Inc., 133 East Main Street, Riverhead, New York, 11901, Attn: Patricia Snyder; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device, and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 236

**APPROVES THE CHAPTER 90 APPLICATION OF
RIVERHEAD ELKS LODGE #2044
(Lawn Mower Races and Children's Bicycle Races – Sunday, April 17, 2016)**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, on March 10, 2016, Theresa Hubbard, on behalf of the Riverhead Elks Lodge #2044 (Riverhead Elks) submitted a Chapter 90 Application for the purpose of conducting an event to include lawn mower races and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, April 17, 2016, having a rain date of Sunday, May 1, 2016, between the hours of 12:00 noon and 4:00 p.m.; and

WHEREAS, the Riverhead Elks submitted and completed a Short Environmental Assessment Form pursuant to 6 NYCRR Part 617 identifying the potential adverse environmental impacts of the event; and

WHEREAS, the Riverhead Elks have requested the Chapter 90 Application fee for this event be waived due to their not-for-profit status; and

WHEREAS, a Certificate of Insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED that the Chapter 90 Application of the Riverhead Elks for the purpose of conducting an event to include lawn mower races and children's bicycle races to be held at the Riverhead Elks Lodge located at 1239 East Main Street, Riverhead, New York, on Sunday, April 17, 2016, having a rain date of Sunday, May 1, 2016, between the hours of 12:00 noon and 4:00 p.m., is hereby approved subject to the conditions set forth herein; and be it further

RESOLVED, that this approval is subject to receipt of an acceptable certificate of insurance to the satisfaction of the Town Attorney **no later than April 8, 2016**; and be it further

RESOLVED, that this approval is subject to receipt of an Outdoor Public Safety Plan, to be submitted to the Fire Marshal's office no later than April 8, 2016; and be it further

RESOLVED, that this event shall be subject to the provisions of Chapter 46 (Alcoholic Beverages) of the Riverhead Town Code; and be it further

RESOLVED, that the sale and/or consumption of alcoholic beverages shall be strictly prohibited at this event; and be it further

RESOLVED, that there shall be no music played out of doors before 12:30 p.m. or after 5:30 p.m. on the day of the event, including music played from vehicles; and be it further

RESOLVED, that the applicant shall water down the lawnmower track area to prevent excessive dust from the lawnmower races; and be it further

RESOLVED, that due to the not-for-profit status of the applicant, the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application fee ; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 81 - "Noise Control", Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102), the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that should the conditions of this approval be violated that the Riverhead Police Department shall have the authority to revoke the permit and require the public to vacate the premises; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to the Riverhead Elks Lodge #2044, P.O. Box 688, 1239 E. Main Street, Riverhead, New York, 11901; and be it

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 237

**RATIFIES THE APPROVAL OF THE CHAPTER 90 APPLICATION OF HOME DEPOT
DEVELOPMENT OF MARYLAND, INC.**

(Plants, Annuals & Tree Sale – April 1, 2016 through May 15, 2016)

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 17, 2016, Andrew Carbone, on behalf of Home Depot Development of Maryland, Inc., submitted a Chapter 90 Application for the display and sale of plants, annuals and trees in a designated section of their parking lot at their location of 1550 Old Country Road, Riverhead, New York, to be held on Friday, April 1, 2016 through Sunday, May 15, 2016, between the hours of 6:00 a.m. and 10:00 p.m.; and

WHEREAS, Home Depot has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, that the applicable Chapter 90 Application fee has been paid; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the application of Home Depot Development of Maryland, Inc. for the display of plants, annuals and trees in a designated section of their parking lot at their location of 1550 Old Country Road, Riverhead, New York, to be held on Friday, April 1, 2016 through Sunday, May 15, 2016, between the hours of 6:00 a.m. and 10:00 p.m., is hereby approved; and be it further

RESOLVED, that should tents be utilized, the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Home Depot Development of Maryland, Inc., Attn: Suzanne Russo, 2455 Paces Fern Road, NW, Atlanta, Georgia, 30339 and Home Depot, Attn: Andrew Carbone, 1550 Old Country Road, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 238

APPROVES CHAPTER 90 APPLICATION OF ISLAND RUNNING, INC.
(Armed Forces Day 5k Run/Walk – Saturday, May 21, 2016)

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, on February 29, 2016, Robert Beattie, on behalf of Island Running, Inc., a subordinate organization of the Road Runners Club of America, submitted a Chapter 90 Application for the purpose of conducting a 5K Foot Run/Walk event entitled “Armed Forces Day”, to take place at Calverton Enterprise Park (event to include use of the Veteran’s Memorial Park and the recreational path), to be held on Saturday, May 21, 2016 between the hours of 6:00 a.m. and 12:00 noon; and

WHEREAS, Island Running, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 61; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, Island Running, Inc. has requested the Chapter 90 Application Fee be waived due to its not-for-profit status: and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Island Running, Inc. for the purpose of conducting a 5K Run/Walk at the aforementioned locations to be held on Saturday, May 21, 2016, between the hours of 6:00 a.m. and 12:00 noon, is hereby approved; and be it further

RESOLVED, should it be determined that this event approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol

vehicles, it shall be received **no later than April 1, 2016**; and be it further

RESOLVED, that this approval is subject to Riverhead Town Code Chapter 108-56 entitled, "Signs" and any other section of the Town Code that may pertain to this event; and be it further

RESOLVED, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, an Outdoor Public Safety Plan shall be submitted to the Fire Marshal's office **no later than April 1, 2016**; and be it further

RESOLVED, that due to the applicant's not-for-profit status, the Town Board of the Town of Riverhead hereby waives the Chapter 90 Application Fee; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Island Running, Inc., c/o Robert Beattie, 164 Oak Drive, Calverton, the Riverhead Foundation for Marine Research and Preservation, Attn: Robert A. DeGiovanni, Jr., 467 East Main Street, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 239

APPROVES THE CHAPTER 90 APPLICATION OF
MANORVILLE FIRE DEPARTMENT
(Brush Truck Training Event – Sunday, May 22, 2016)

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, on March 9, 2016, Thomas Costello, on behalf of the Manorville Fire Department, submitted a Chapter 90 Application for the purpose of conducting a bush truck training event, to include competitive events, (i.e., filling up trucks with water, pushing barrels with water from fire hoses), to be held upon the EPCAL property located at 5789 Middle Country Road, Calverton, New York, on Sunday, May 22, 2016, between the hours of 6:00 a.m. and 6:00 p.m.; and

WHEREAS, Manorville Fire Department has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, the applicant has requested the Chapter 90 application fee be waived due to its not-for-profit status; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby determines the action to be an “Unlisted” action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Manorville Fire Department for the purpose of conducting a bush truck training event, to include competitive events, (i.e., filling up trucks with water, pushing barrels with water from fire hoses), to be held upon the EPCAL property located at 5789 Middle Country Road, Calverton, New York, on Sunday, May 22, 2016, between the hours of 6:00 a.m. and 6:00 p.m., is hereby approved; and be it further

RESOLVED, should it be determined that this event approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of EPCAL property and police personnel and patrol vehicles, it shall be received **no later than April 1, 2016**; and be it further

RESOLVED, that an Outdoor Public Safety Plan shall be submitted to the Fire Marshal's office **no later than April 15, 2016**; and be it further

RESOLVED, that any necessary tent permits must be obtained and the tent installation and all electric shall comply with the applicable provisions of the Building and Fire Code of New York State and the National Electrical Code and National Fire Protection Agency 102 (Tents & Membrane Structures); and be it further

RESOLVED, that the Town Board hereby waives the Chapter 90 Application fee due to the applicant's not-for-profit status; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Manorville Fire Department, Attn: Thomas Costello, 14 Silas Carter Road, Manorville, New York, 11949; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 240

APPROVES CHAPTER 90 APPLICATION OF MOUSTACHE BREWING CO., LLC
("Second Birthday Celebration" at Polish Town Civic Association Pavilion
(Saturday, April 30, 2016)

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 15, 2016, Lauri L. Spitz, on behalf of Moustache Brewing Co., LLC, submitted a Chapter 90 Application for the purpose of conducting an event entitled "Second Birthday Celebration", to include music, food concessions and the sale and service of beer, to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, April 30, 2016, having a rain date of Sunday, May 1, 2016, between the hours of 1:00 p.m. and 7:00 p.m.;

WHEREAS, Moustache Brewing Co., LLC has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself "Lead Agency" in accordance with 6 NYCRR 617.6(b); and

WHEREAS, Moustache Brewing Co. has paid the applicable Chapter 90 application fee for this event; and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that Town of Riverhead hereby determines the action to be an "Unlisted" action in accordance with 6 NYCRR 617.7(a) and hereby issues a Negative Declaration pursuant to 6 NYCRR 617.7(a)(2); and be it further

RESOLVED, that the Chapter 90 Application of Moustache Brewing Co., LLC, for the purpose of conducting an event entitled "Second Birthday Celebration", to include music, food concessions and the sale and service of beer, to be held at the Polish Town Civic Association Pavilion located at 300 Lincoln Street, Riverhead, New York, on Saturday, April 30, 2016, having a rain date of Sunday, May 1, 2016, between the hours of 1:00 p.m. and 7:00 p.m., is hereby approved; and be it further

RESOLVED, that approval for this event shall be subject to

- Receipt of required Suffolk County Department of Health permit(s), including the Vendors Temporary Food Service Permit(s);
- Receipt of required Public Gathering/Emergency Medical Services (EMS) permit(s);
- Receipt of any permits as may be required by the New York State Department of Labor;
- Receipt of a Certificate of Insurance to include general liability and liquor liability having acceptable limits naming the Town of Riverhead as an additional insured;
- Receipt of copies of valid certification cards for all TIPS certified waitstaff;

and be it further

RESOLVED, that all of the above permits and insurance are to be received **no later than April 11, 2016**; and be it further

RESOLVED, that this approval is subject to a fully executed license agreement, together with the requisite license fee as stated in said license agreement, for purposes of the utilization of police personnel and patrol vehicles to assist with vehicular and pedestrian traffic, **no later than April 11, 2016**; and be it further

RESOLVED, that Chapter 46 of the Riverhead Town Code entitled “Alcoholic Beverages” is deemed to be waived for the service of alcoholic beer during the event provided further that service be by licensed alcohol service providers/TIPS-certified (Training for Intervention Procedures) waitstaff and properly identified individuals will be given a wristband for identification purposes; and be it further

RESOLVED, should any tent(s) be utilized, the necessary tent permit(s) must be obtained, and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Moustache Brewing Co., LLC, Attn: Lauri L. Spitz, 400 Hallet Avenue, Suite A, Riverhead, NY, 11901 and the Polish Town Civic Association, 300 Lincoln Street, Riverhead, New York, 11901; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 241

APPROVES CHAPTER 90 APPLICATION OF PC RICHARD & SON, INC.
(BBQ Tent Sale – May 27, 2016 through May 30, 2016)

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, on March 23, 2016, Steven Zoine, on behalf of PC Richard & Son Inc., submitted a Chapter 90 Application for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on Friday, May 27, 2016 through Monday, May 30, 2016, between the hours of 9:00 a.m. and 6:00 p.m.; and

WHEREAS, PC Richard & Son, Inc. has completed and filed a Short Environmental Assessment Form in accordance with 6 NYCRR 617; and

WHEREAS, the Town Board of the Town of Riverhead has declared itself “Lead Agency” in accordance with 6 NYCRR 617.6(b); and

WHEREAS, a certificate of insurance has been received naming the Town of Riverhead as an additional insured; and

WHEREAS, the Town Attorney of the Town of Riverhead has reviewed all documents regarding said application.

NOW THEREFORE BE IT RESOLVED, that the application of PC Richard & Son, Inc., for the purpose of erecting a tent for the display and sale of their products at the location of 1685 Old Country Road, Riverhead, New York, to be held on May 27th through May 30th, 2016, between the hours of 9:00 a.m. and 6:00 p.m., is hereby approved; and be it further

RESOLVED, that the necessary tent permit must be obtained and the tent installation and all electric shall comply with the applicable requirements of the NFPA Life Safety Code (NFPA 101), the NFPA Temporary Membrane Structures/Tents (NFPA 102) and the Fire Code of New York State and the Building Code of New York State; and be it further

RESOLVED, that the applicable Chapter 90 Application fee has been paid; and be it further

RESOLVED, that an Outdoor Public Safety Plan is to be submitted to the Fire Marshal’s office **no later than April 15, 2016**; and be it

RESOLVED, that this approval is subject to the obtaining of any permits as may be required by the New York State Department of Labor and the Suffolk County Department of Health; and be it further

RESOLVED, that this approval is subject to the provisions of Riverhead Town Code Chapter 108-56 - "Signs" and any other section of the Riverhead Town Code that may pertain to this event; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to PC Richard & Son, Inc., Attn: Steven Zoine, 150 Price Parkway, Farmingdale, New York, 11735; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 242

AUTHORIZES THE SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH AEROS CULTURED OYSTER COMPANY TO ALLOW THE INSTALLATION OF FLOATING UPWELLER SYSTEMS (FLUPSY) IN EAST CREEK

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Peconic Estuary Management Conference has identified six priority management issues facing the estuary, one of which is the threat to habitat and living resources; and

WHEREAS, the Peconic watershed contains a large variety of natural communities, all of which are important to the ecology and productivity of the ecosystem; and

WHEREAS, Aeros Cultured Oyster Company is in the business of cultivating oysters, scallops and hard clams for the purpose of providing cultivated shellfish to entities wishing to aid in the proliferation of shellfish; and

WHEREAS, Aeros Cultured Oyster Company wishes to install five (5) Floating Upweller Systems in East Creek for the purposes of cultivating shellfish and to use space approximately the same size of one FLUPSY for kelp cultivation experiments; and

WHEREAS, it is in the best interests of the residents of the Town of Riverhead to encourage such environmental companies to locate within the Township; and

WHEREAS, Aeros Cultured Oyster Company has agreed to provide monthly tours of its East Creek facility.

NOW THEREFORE BE IT RESOLVED, that the Supervisor is hereby authorized to execute the attached License Agreement with Aeros Cultured Oyster Company; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to Aeros Cultured Oyster Company, P.O. Box 964, Southold, NY 11971, the Office of the Town Attorney and the Office of Accounting; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the day of March, 2016, by and between the Town of Riverhead, ("Licensor") having an address at 200 Howell Avenue, Riverhead, New York and Aeros Cultured Oyster Company ("Licensee"), having an address at P.O. Box 964, Southold, New York 11971, a not- for-profit corporation.

W I T N E S S E T H

WHEREAS, Aeros Cultured Oyster Company wishes to utilize Floating Upweller Systems (FLUPSY) to be located at the northerly terminus of East Creek, in Jamesport, for the purpose of culturing seed hard clams, bay scallops and oysters set forth in the contract between the parties, and

WHEREAS, the Town of Riverhead wishes to grant the Licensor the right to install and utilize up to five (5) FLUPSY tanks plus utilize a space the approximate size of one FLUPSY for kelp cultivation experiments at the aforementioned location.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises, a copy of which is annexed hereto as Exhibit A.
2. Term of the License. The term of this License (the "term") shall commence on March 1, 2016 and shall end on December 31, 2016.

3. Condition of the License Properties. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any, in it. Notwithstanding the foregoing, Licensee agrees to accept the licensed properties “as is”.

4. License Fee, Reimbursement for Electric Upgrade, Fee for Electric & Water Service.

(a) License Fee Licensee shall pay to Licensor, upon the execution of this agreement the License fee of \$50.00 per month for each FLUPSY (5) plus space the approximate size of one FLUPSY for kelp cultivation experiments (deemed an additional FLUPSY site) installed at the Town’s site for the term of the License, in full. The License fee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

(b) Reimbursement for Electric Upgrade Licensee agrees to reimburse Licensor for labor and material costs to upgrade the existing electric system in an amount not to exceed \$1000.00 to accommodate the additional FLUPSY. Upon the completion of the electrical upgrade, Licensor shall provide Licensee with an invoice setting forth costs for labor and material and Licensee shall remit payment by check payable to the Town of Riverhead as and for reimbursement of such costs within 30 days of receipt of said invoice to the Engineering Department at 1295 Pulaski Street, Riverhead, New York, 11901.

(c) Fee for Electric & Water Service Licensee shall pay metered electric and water charges related to use of the site. The monies payable by the

Licensee shall be paid by check made payable to the Town of Riverhead and delivered to William Rothaar, Financial Administrator, at 1295 Pulaski Street, Riverhead, New York, 11901.

5. Use of License Property. Licensee agrees to utilize the licensed properties exclusively for the purpose of operating the FLUPSY and to provide educational tours of the facility. The Town of Riverhead shall issue to the Licensee four (4) temporary parking permits to enable Licensee, its employees and agents to gain access to the East Creek Marina for the sole purpose of accessing the FLUPSY dock and tanks located at the northern terminus of the creek. The temporary parking permits shall be limited to the duration of this License Agreement.

6. Repair, Maintenance and Inventory of License Properties.

a) Licensee agrees to maintain the licensed area free of trash and debris.

b) The Licensee shall not be permitted to alter the licensed property without the prior permission of the Licensor.

7. Damage to Property on Premises. Licensee agrees that all property of every kind and description kept, stored or placed in or on the licensed premises shall be at Licensee's sole risk and hazard and that Licensor shall not be responsible for any loss or damage to any of such property resulting from the elements, electric or fire, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, or any other facility, equipment or fixtures or any other cause or act and whether or

not resulting from the negligence of Licensor or other tenants of Licensor or anyone for whom Licensor may be responsible.

8. Damage by Casualty. In case the licensed premises shall be destroyed or shall be so damaged by fire or other casualty as to become untenantable, then, in such event, at the option of Licensor, this Licensee shall terminate from the date of such damage or destruction and Licensee shall immediately surrender such premises and all interest in the premises to Licensor, and Licensee shall pay rent only to the time of such surrender. Licensor shall exercise such option to terminate this License by notice in writing, delivered to Lessee within 10 days after such damage or destruction. In case Licensor shall not elect to terminate this License in such event, this License shall continue in full force and effect and Licensor shall repair the licensed premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration of un-tenantability. In either event, Licensee shall remove all rubbish, debris, equipment and other personal property within five days after the request of Licensor. If the licensed premises shall be only slightly injured by fire or the elements, so as not to render the same un-tenantable and unfit for the use described above, then Licensor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Licensee by reason of any inconvenience or annoyance arising from the necessity of repairing any

portion of the bulkhead, dock or the licensed premises, however the necessity may occur.

9. Insurance. Aeros Cultured Oyster Company further agrees to carry General Liability Insurance and in an amount not less than \$1,000,000.00 combined single limit covering bodily injury and property damage per occurrence in a company(ies) acceptable to the Town of Riverhead, in which policy the Town of Riverhead shall be named as additional insured. Aeros Cultured Oyster Company shall furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without thirty (30) days prior written notice of such cancellation to Licensor.

10. Indemnity: In addition to the Comprehensive General Liability Coverage set forth in paragraph 9, if applicable Licensee shall carry worker's compensation insurance. Licensee shall indemnify and hold the Licensor, its departments, officers, agents and employees harmless against any and all claims, actions, liabilities, losses (including, without limitation, consequential and special damages), costs and expenses (including, without limitation, court costs and reasonable attorney fees and expenses), arising from or in connection with the acts, omissions, or use of the licensed property by Licensee, its employees, agents, or invitees.

11. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this License or otherwise transfer the rights set forth in this License, in whole or in part, or permit Licensee's interest

to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

12. Compliance with Laws. Licensee shall comply with all laws and ordinances and other public requirements now or later affecting the premises or the use of the premises, and save Licensor harmless from expense or damage resulting from failure to do so.

13. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York, 11901. If such notice is directed at the Licensee, it shall be addressed to P.O. Box 664, Southold, New York, 11971.

14. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This License may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

15. Cross Default. To the extent that the Licensor and Licensee are parties to related agreements, any default under the related agreements shall

be deemed to be a default under this License, and any default under this License shall be deemed a default under such similar agreements.

16. Approval by Town Board. This License is not effective until it is approved by Resolution of the Town Board of the Town of Riverhead.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

TOWN OF RIVERHEAD

By: _____
Sean M. Walter, Supervisor

AEROS CULTURED OYSTER COMPANY

By: _____
Karen Rivara, President

TOWN OF RIVERHEAD

Resolution # 243

**OFFERS SUPPORT TO NEW YORK STATE LEGISLATURE TO AMEND THE
GENERAL MUNICIPAL LAW IN RELATION TO THE CREATION OF THE PECONIC
BAY REGIONAL TRANSPORTATION COUNCIL
(Senate Bill #S.3957B/Assembly Bill #A.5474B)**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, Senate Bill S.3957BA/A.5474B, has been introduced in the New York State Assembly, which is an act to amend the general municipal law, in relation to creating the Peconic Bay Regional Transportation Council; and

WHEREAS, expanding traffic congestion in the Peconic Bay region has resulted in deteriorating traffic safety, declining air quality, parking problems and adverse impacts to the historical and rural resources of the areas and has impeded further growth and development in the region. In order to preserve the tourism industry and provide comfort for permanent residents of the region, the issue of traffic congestion must be addressed; and

WHEREAS, as the unique geography of the region does not permit highway expansion, the solution lies with the expansion of the public transit system in the region. This legislation would create an entity to coordinate local governments, state government and federal government and other interested parties to create and establish a successful public transit initiative for the Peconic Bay region. Bringing the stakeholders and community members together in the development of the plan will ensure an open and comprehensive decision making process; and

WHEREAS, a Home Rule request has been received by the Town of Riverhead in support of the above captioned legislation.

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Riverhead hereby supports the efforts of the New York State Legislature for the creation of the Peconic Bay Regional Transportation Council; and be it further

RESOLVED, that the Town Board authorizes the Supervisor to execute a Home Rule Request supporting this proposed State legislation; and be it further

RESOLVED, that the Town Clerk is hereby authorized to forward a copy of this resolution to Senator Kenneth P. LaValle, 28 North Country Road, Mount Sinai, NY, 11766, Assemblyman Fred W. Thiele, Jr., 2302 Main Street, P.O. Box 3062, Bridgehampton, NY, 11932; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 244

**RATIFIES EXECUTION OF A LICENSE AGREEMENT WITH SUFFOLK COUNTY
REAL PROPERTY TAX SERVICE AGENCY**

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

WHEREAS, the Town of Riverhead has used the Suffolk AREIS product offered by the County of Suffolk acting through its duly constituted Suffolk County Real Property Tax Service Agency (RPTSA); and

WHEREAS, RPTSA has offered a license agreement for use of the Suffolk AREIS product effective through December 31, 2021 at no cost to the Town of Riverhead.

NOW THEREFORE BE IT RESOLVED, that the Town Board, be and hereby ratifies the execution of the attached License Agreement with RPTSA; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Town Engineer, the Office of the Town Attorney and the Office of Accounting.

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

License Agreement for Suffolk County AREIS and Tax Map Product

This License Agreement ("License Agreement") is between the County of Suffolk ("County" and/or "Licensor"), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Real Property Tax Service Agency ("Agency"), located at the 300 Center Drive, Riverhead, New York 11901; and the

Town of Riverhead ("Licensee"), a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901.

The parties hereto desire that Suffolk County Real Property Tax Maps ("Tax Maps") and/or certain digital data sets (the "Product," as defined in paragraph 4 of Exhibit A) from the Agency's computer data base, known as the "Suffolk County AREIS ("Advanced Real Estate Information System") and Tax Map" be licensed (the "License") to the Licensee by the County in the interest of cooperation.

Terms and Conditions: Shall be as set forth in Exhibits A through D, attached and incorporated herein.

Term of License Agreement: Shall commence upon execution and continue through December 31, 2021.

Total Cost of License Agreement: No Cost to County/Licensor or the Licensee, except for standard media reproduction costs.

In Witness Whereof, the parties hereto have executed this License Agreement as of the latest date written below.

Town of Riverhead

By: [Signature]
Name: Sean M. Walter
Title: Supervisor

Fed. Taxpayer ID 11-6001935
Date: 3/16/16

Sean M. Walter, hereby certifies under penalties of perjury that I am an officer of the Town of Riverhead, that I have read and am familiar with §A5-8 of Article V of the Suffolk County Code, and that Town of Riverhead meets all requirements to qualify for exemption thereunder.

[Signature] 3/16/16
Name Date

Approved As To Form:
Dennis M. Brown
County Attorney

By: _____
Name: Niranjan G. Sagapuram
Assistant County Attorney
Date: _____

County of Suffolk

By: _____
Name: Dennis M. Cohen

Title: Chief Deputy County Executive
Date: _____

Approved: Suffolk County Real
Property Tax Service Agency

By: _____
Penny Wells LaValle, Director

Date: _____

List of Exhibits

Exhibit A General Terms and Conditions

1. Grant of License
2. Term and Termination
3. Tax Maps and/or Product
4. Permitted Uses
5. No Implied Waiver
6. Sub-License
7. Limitation of Liability
8. Cooperation
9. Severability
10. Merger; No Oral Changes
11. All Rights Reserved
12. Governing Law
13. No Intended Third Party Beneficiaries
14. Notice Requirements and Contact Persons

**Exhibit B
Variable Terms and Conditions**

**Exhibit C
Third Party Sub-License Agreement**

**Exhibit D
Suffolk County Legislative Requirements**

Exhibit A
General Terms and Conditions

Whereas, the County of Suffolk, acting through its duly constituted Suffolk County Real Property Tax Service Agency (“Agency”), has numerous and varied functions, including those mandated by several statutes of the State of New York; and

Whereas, the primary mission of the Agency is to maintain and update the County’s official tax map of its approximately 583,000 parcels of land. In addition, the Agency provides public agencies and individuals with advice, information, forms and reports on all aspects of real property. The Agency provides training related to the assessment of taxation of real property within the County of Suffolk. The Agency derives its authority from Real Property Tax Law, Articles 5 and 15A; Real Property Law, Article 9; and Article XXXIII of the Suffolk County Charter; and

Whereas, the Agency publishes “Real Property Tax Maps” on an annual basis; and

Whereas, the Agency also maintains a cadastral tax map base and a database of attribute and ownership data, commonly referred to as *AREIS* (“Advanced Real Estate Information System”); and

Whereas, the Agency desires to share the Tax Maps and or products derived from *AREIS* with other governmental, quasi-governmental and not-for-profit entities as part of the County’s goal to create better integrated layers of GIS; and

Whereas, the Licensee functions are numerous and varied; and

Whereas, the Licensee will use the Tax Maps and/or Product as set forth in Exhibit B, entitled “Variable Terms and Conditions;” and

Whereas, the County and the Licensee desire to cooperate regarding access to the Tax Maps and/or Product in support of the Licensee’s programs;

Now therefore, the parties agree as follows:

1. Grant of License

The County grants to the Licensee a non-exclusive, non-transferable (unless otherwise agreed as set forth in Paragraph 6, entitled “Sub-License,” below) license (the “License”) to use the Tax Maps and/or Product, as defined herein, subject to the terms and conditions described herein.

2. Term and Termination

a. Term

This License Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

b. Termination for Cause

- i. In the event the Licensee violates any of the terms and conditions of this License Agreement, the County may terminate the License, provided that no such termination shall be effective unless the Licensee is given:
 - A. ten (10) business days written notice of intent to terminate (“Notice of Intent to Terminate”), and
 - B. an opportunity for consultation with the County prior to termination; and
 - C. an opportunity to cure any violation of the terms and conditions of the License.

In the event that the Licensee has not cured, or commenced to cure, to the satisfaction of the County, within such ten day period (or longer period at the County’s option), then the County may issue a written termination notice (“Termination Notice”).

- ii. Notwithstanding the above, if the Licensee, or any of its sublicensees, makes use of the Tax Maps and/or Product in a manner not permitted by this License Agreement and the County reasonably determines that such use was intended to result in harm to the County’s proprietary rights, the County shall have the right to terminate this License Agreement immediately upon written notice, stating the reason, to the Licensee.

c. Termination for Convenience

Either party may terminate this License Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other party is given sixty (60) calendar days prior written notice of such termination.

d. Return of Tax Maps and Product

In the event that this License Agreement is terminated for any reason, or upon expiration of the License Agreement, whichever is sooner, within ten (10) days thereafter the Licensee shall return or destroy the original and all copies of the Tax Maps and Product and any derivative work(s) of the Product in spatial digital format, raster digital format and in paper copy form. The Licensee shall certify in writing within that ten (10) day period that such action has been taken.

3. Tax Maps and/or Product

- a. The Tax Maps are defined as the “Real Property Tax Maps” which are published and registered annually by the Agency for the following towns:
 - i. Town of Babylon;
 - ii. Town of Brookhaven;
 - iii. Town of East Hampton;
 - iv. Town of Huntington;
 - v. Town of Islip;

- vi. Town of Riverhead;
 - vii. Town of Shelter Island;
 - viii. Town of Smithtown;
 - ix. Town of Southampton;
 - x. Town of Southold.
- b. The product ("Product") provided by the Agency to the Licensee will vary depending upon the Project described in Exhibit B. The Product is defined to include a cadastral tax map, a database of attribute files, a data base of parcel ownership files or all three, depending upon the project described in Exhibit B.

4. Permitted Uses

- a. The Licensee may use the Product to produce paper or digital raster maps and/or reports for use by the public, provided that such maps and/or reports include the following copyright notice:

**Suffolk County Real Property Tax Service Agency "AREIS and Tax Map" Copyright
2014, County of Suffolk, N.Y.**

Note: The reference to year (i.e. 2014) in the copyright notice shall change as applicable.

- b. **Permitted uses** include but are not limited to the following examples:
- i. The modification of attribute data or fields to a spreadsheet of the Product is allowed and is the property of the Licensee, however, such property that is the modified file is not to include the spatial files (.dgn or other CAD formats); and/or
 - ii. The generation of tax maps where the Licensee's GIS or CAD data is positioned over or under the County AREIS and Tax Map Product.
- c. Uses **not permitted**, unless pre-authorized in writing by the County, include but are not limited to the following examples:
- i. the sale or transfer of the spatial portion of the Product or a derivative of the Product to a third party; and/or
 - ii. sale of paper maps that are derivatives or reproductions of the Product.

5. No Implied Waiver

No failure or delay by either party in enforcing any right or remedy under this License Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

6. Sub-License

The Licensee may distribute the Tax Maps and/or Product to sub-licensees (the "Sub-Licensees"), provided that such Sub-Licensees have signed a Third Party Sub-License Agreement, in substantially the format set forth in Exhibit C. Consent to a Sub-License is at the sole discretion of the Agency.

7. Limitation of Liability

- a. The County makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The Tax Maps and/or Product were developed for governmental use by the agency. The County of Suffolk makes no representations as to the accuracy, completeness, reliability, usability, or suitability for any purpose of the data or information contained or furnished in connection herewith and the County shall be under no liability whatsoever for any use made thereof.
- b. The County shall not be liable for indirect, special, incidental, or consequential damages related to the Licensee's use of the Tax Maps and/or Product or any Sub-Licensee's use of the Tax Maps and/or Product under any Sub-License agreement entered into between the Licensee and a Sub-Licensee, even if the Licensee is advised of the possibility of such damage.

8. Cooperation

In the interest of cooperation, Licensee agrees to provide Suffolk County any attribute data or geocoded information related to this License Agreement.

9. Severability

It is expressly agreed that if any term or provision of this License Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

10. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

11. All Rights Reserved

All rights not specifically granted in this License Agreement are reserved to County/Licensors.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

13. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of County and the Licensee. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

14. Notice Requirements and Contact Persons

- a. Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Licensee or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Agency: Suffolk County Real Property Tax Service Agency
300 Center Drive
Riverhead, New York 11901
Attn: Penny Wells LaValle, Director

For the Licensee: At the address and to the attention of the person set forth in Exhibit B of this License Agreement or such other designee as the parties may agree in writing.

- b. In the event the Licensee receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this License Agreement, the Licensee shall immediately forward to the Agency, at the address set forth above, and to the County Attorney, at the address set forth below, copies of all papers filed by or against the Licensee:

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
Att: County Attorney

- c. Notices shall be deemed given when mailed by registered or certified mail in postpaid envelope or deposited with a nationally recognized courier service.

End of Text for Exhibit A

Exhibit B
Variable Terms and Conditions

1. Licensee's Use of Tax Maps and/or Product

The Licensee will use the Tax Maps and Product as follows:

Allow Town of Riverhead to use County geographic data base to locate Town of Riverhead buildings, improvements, infrastructure in furtherance of carrying out municipal functions.

2. Contact Person(s) Information for Licensee for Notices

Licensee:

Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901

Attn: Drew Dillingham, Assistant Town Attorney

Phone: (631) 727-3200 ext. 604

Fax#: (631) 369-7739

E-Mail: Dillingham@townofriverhead.gov

End of Text for Exhibit B

Exhibit C

Sub-License Agreement for Suffolk County AREIS and Tax Map Product

Note: This Sub-License Agreement will be customized for individual Sub-Licensees

Sub-License Agreement for Suffolk County AREIS and Tax Map Product

This Sub-License Agreement (“License Agreement”) is between the County of Suffolk (“County” and/or “Licensor”), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Real Property Tax Service Agency (“Agency”), located at the 300 Center Drive, Riverhead, New York 11901; and the

Town of Riverhead (“Licensee”), a municipal corporation, located at 200 Howell Avenue, Riverhead, New York 11901; and

Consultant (the “Consultant and/or “Sub-Licensee”) to the Licensee, set forth below on page two as a signatory to this three-party agreement. The Consultant/Sub-Licensee is located at

The three parties hereto desire that Suffolk County Real Property Tax Maps (“Tax Maps”) and/or certain digital data sets (the “Product,” as defined in paragraph 3 of Exhibit A of the License Agreement) from the Agency’s computer data base, known as the “Suffolk County AREIS (Advanced Real Estate Information System”) be sub-licensed (the “Sub-License”) to the Sub-Licensee.

Terms and Conditions: Shall be as set forth in Attachment A (Sub-License Terms and Conditions) and Attachment B (Variable Terms and Conditions) and Attachment C (License Agreement between the County and the Licensee), attached hereto and incorporated herein.

Term of Sub-License Agreement: Shall commence for the term authorized by the Licensee as stated in the agreement between the Licensee and the Consultant and shall continue for subsequent terms pursuant to the Licensee’s authorization for the Consultant’s services, not to exceed the term of the License Agreement between the Licensee and the County (Licensee Agreement for Suffolk County AERIS and Tax Map Product; ending on December 31, 2021.

Total Cost of Sub-License Agreement: No Cost to County/Licensor, the Licensee, or the Consultant/Sub-Licensee, except for standard media reproduction costs.

Signatures are set forth on page 2.

In Witness Whereof, the parties hereto have executed this Sub-License Agreement as of the latest date written below.

Town of Riverhead

Consultant – Sub-Licensee

By: _____

By: _____

Name: Sean M. Walter

Name:

Title: Supervisor

Title:

Fed. Taxpayer ID 11-6001935

Fed Taxpayer ID

Date: _____

Date: _____

Licensors - County of Suffolk

**Suffolk County Real
Property Tax Service Agency**

By: _____

Penny Wells LaValle
Director

Date: _____

List of Exhibits

Attachment A Sub-License General Terms and Conditions

1. Grant of Sub-License
2. Term and Termination

Attachment B Sub-License Variable Terms and Conditions

Attachment C

**Copy of License Agreement for Suffolk County AREIS and Tax Map Product
as executed by the County of Suffolk and the Licensee**

**Attachment A
General Terms and Conditions**

Whereas, the County and the Licensee have executed a License Agreement, a copy of which is attached hereto and incorporated herein as Attachment C; and

Whereas, the Licensee, in order to complete the project set forth in Attachment B, desires to utilize the services of the Sub-Licensee;

Now therefore, the parties agree as follows:

1. Grant of Sub-License

The County approves the grant of this Sub-License to the Sub-Licensee, subject to all of the terms and conditions set forth in the License Agreement (Attachment C). Consent to this Sub-License Agreement is at the sole discretion of the County of Suffolk, acting through its duly constituted Real Property Tax Service Agency. Such consent shall be indicated by the signature of the Director of Real Property Tax Service Agency (or designee) on page two (2) of this Sub-License Agreement.

2. Term and Termination

a. Term

This Sub-License Agreement shall cover the period provided on the first page thereof, unless sooner terminated as provided below.

b. Termination for Cause

- i. In the event the Sub- Licensee violates any of the terms and conditions of this Sub- License Agreement, the County and/or the Licensee may terminate this Sub- License, provided that no such termination shall be effective unless:
 - A. the Sub-Licensee is given five (5) business days written notice of intent to terminate ("Notice of Intent to Terminate"), and
 - B. an opportunity for consultation with the County and/or the Licensee prior to termination; and
 - C. an opportunity to cure any violation of the terms and conditions of this Sub- License.

In the event that the Sub-Licensee has not cured, or commenced to cure, to the satisfaction of the County and/or the Licensor, within such five (5) day period (or longer period at the County's option), then the County and/or the Licensee may issue a written termination notice ("Termination Notice").

- ii. Notwithstanding the above, if the Sub-Licensee makes use of the Tax Maps and/or Product in a manner not permitted by this License Agreement and the County reasonably determines that such use was intended to result in harm to the County's proprietary

rights, the County shall have the right to terminate this Sub-License Agreement immediately upon written notice, stating the reason, to the Sub-Licensee.

c. Termination for Convenience

Any of the three parties to this Sub-License Agreement may terminate this Sub-License Agreement for any reason whatsoever, provided that no such termination shall be effective unless the other two parties are given fifteen (15) calendar days prior written notice of such termination.

d. Return of Tax Maps and Product

In the event that this Sub-License Agreement is terminated for any reason, or upon expiration of the License Agreement, the Sub-Licensee shall, within ten (10) days thereafter, shall return or destroy the original and all copies of the Tax Maps and Product and any derivative work(s) of the Product in spatial digital format. The Sub-Licensee shall certify in writing that such action has been taken. Notwithstanding the above, derivative work(s) in the form of reports in raster digital format or paper copy need not be destroyed.

End of text for Attachment A

**Attachment B
Sub-License Variable Terms and Conditions**

1. Sub-Licensee's Use of Tax Maps and/or Product

The Sub-Licensee will use the Tax Maps and/or Product (certain digital data sets) as follows:

2. Contact Person(s) Information for Sub-Licensee for Notices

Licensee:

Name:
Address

Attn:

Phone:
Fax#:
Email:

Sub-Licensee:

Name:
Address:

Attn:

Phone #:
Fax#:
Email:

**Sub-License Agreement; Rev. 01/18/12
Town of Riverhead
In connection with License Agreement No. 21-RP-002**

**Suffolk County AREIS and Tax Maps
RPTSA# SL-21-**

**Sub-License Agreement; Rev. 01/18/12
Town of Riverhead
In connection with License Agreement No. 21-RP-002**

**Suffolk County AREIS and Tax Maps
RPTSA# SL-21-**

Attachment C

**Copy of License Agreement for Suffolk County AREIS and Tax Map Product
as executed by the County of Suffolk and the Licensee**

Exhibit D

Suffolk County Legislative Requirements

**Exhibit D
Suffolk County Legislative Requirements**

1. Contractor’s/Vendor’s Public Disclosure Statement

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Licensee as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Licensee represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Agreement’s duration. The Licensee acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the contract.

Required Form:

Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

The Licensee certifies that it meets all requirements under Section A5-7 to qualify for an exemption from filing the verified public disclosure statement.

2. Living Wage Law

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This License Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled “Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)”

Suffolk County Living Wage Form LW-38; entitled “Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit”

The Licensee is exempt from filing Form LW-1.

The Licensee shall complete Section II of Form LW-38 confirming that the Living Wage Law does not apply to this Agreement for the following reason: No Cost License Agreement for Suffolk County ARIES and Tax Map Product.

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article 1 of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Licensee shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Licensee for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Licensee must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Licensee must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit."

The Licensee shall complete Section II of Form DOL-LO1 confirming that the Union Organizing Law does not apply to this Agreement for the following reasons: No Cost License Agreement for Suffolk County ARIES and Tax Map Product.

4. Lawful Hiring of Employees Law

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This License Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

**Exhibit D – Legislative Requirements
Rev. 01/18/12; License Agreement**

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Licensee acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

The Licensee is exempt from filing Form LHE-1 and the Affidavit of Compliance.

5. Gratuities

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Licensee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Licensee represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Licensee shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the License Agreement, the Licensee certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 189-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Licensee to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Licensee shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the License Agreement in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Licensee to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit D

04.05.2016
160245

ADOPTED

TOWN OF RIVERHEAD

Resolution # 245

**APPROVES SUPERVISOR TO EXECUTE A LICENSE AGREEMENT WITH
PB RIVERHEAD LLC**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, by Resolution # 449 adopted on May 18, 2004, the Town Board of the Town of Riverhead authorized the Supervisor to execute a License Agreement with 65 East Main Street Corporation Inc. to utilize a portion of the Town of Riverhead parking facilities within the Town's municipal Public Parking District #1 for placement of its liquid propane tanks; and

WHEREAS, by Resolution # 488 adopted on June 19, 2012, the Town Board of the Town of Riverhead authorized the Supervisor to execute a License Agreement with Downtown Riverhead Holdings, LLC to utilize a portion of the Town of Riverhead parking facilities within the Town's municipal Public Parking District #1 for placement of its liquid propane tanks and use of deck constructed above in connection with the restaurant business known as Cody's BBQ & Grill Restaurant; and

WHEREAS, PB Riverhead LLC is the current owner of the premises and operates a restaurant known as PeraBell Riverhead; and

WHEREAS, PB Riverhead LLC requires use of that portion of the deck and other improvements that encroach upon the Town of Riverhead Public Parking District # 1; and

WHEREAS, the Town determines that the property requested is not essential to the operation of the Town owned parking lot in that area and the placement elsewhere would be impracticable.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board be and hereby approves the License Agreement with PB Riverhead LLC and authorizes the Town Supervisor to execute a License Agreement for an initial term of one year commencing or deemed commenced as of the date of the transfer of 65 East Main Street to PB Riverhead LLC, or upon the expiration of the prior license, whichever is later in time in substantially the same form as that attached; and be it further

RESOLVED that the Town Clerk is hereby directed to forward a copy of this resolution to PB Riverhead LLC, 69 East Main Street, Patchogue, New York 11772, the Riverhead Town Police Department, the Building Department, the Planning Department, the Office of the Town Attorney and the Office of Accounting and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No

Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

LICENSE

License ("License"), made as of the day of April, 2016, by and between the Town Board of the Town of Riverhead, as governing body of the Town of Riverhead Municipal Parking District No. 1, ("Licensor") having and address at 200 Howell Avenue, Riverhead, New York 11901, and PB Riverhead LLC, ("Licensee"), having an address at 69 East Main Street, Patchogue, New York 11772, a New York Limited Liability Company.

WITNESSETH

WHEREAS, by Town Board resolution number 449, adopted on April 5, 2004, the Town Board of the Town of Riverhead authorized use of a portion of the Town of Riverhead Municipal Parking District No. 1 property for the storage and maintenance of liquid propane tanks used in connection with the existing restaurant business at 65 East Main Street, Riverhead 11901, which premises is also known as SCTM # 0600-128-06-76.1 (the "premises"); and

WHEREAS, by Town Board resolution number 488, adopted on June 19, 2012, the Town Board of the Town of Riverhead authorized the continued use of the portion of the Town of Riverhead Municipal Parking District No. 1 property (the "licensed premises") for approximately 6.5 feet by 8.5 feet of the deck and the storage and maintenance of liquid propane tanks used in connection with the existing restaurant business at 65 East Main Street, Riverhead 11901; and

WHEREAS, the Licensee wishes to utilize the licensed premises which measures about 6.5 feet by 8.5 feet and is depicted on Schedule A annexed hereto from the Town of Riverhead Municipal Parking District No. 1 in connection with its restaurant business known as PeraBell Riverhead; and

WHEREAS, the Town of Riverhead and the Town Board as the governing body of the Riverhead Municipal Parking District No. 1 wishes to grant the Licensor the right to so same.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing: Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the right to use the licensed premises. The licensed premises are described in Schedule A attached hereto.

2. Term of the License: The term of this License (the "term") shall commence on April , 2016 and shall continue to December 31, 2017, unless extended in writing by mutual agreement.

3. Condition of the License Property. Licensee is familiar with the licensed premises, has examined same and is aware of defects, if any in it. Notwithstanding the foregoing, Licensee agrees to accept the licensed property for use "as is" condition.

4. Insurance and Indemnification: Licensee will be responsible for providing and maintaining comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the licensor. Licensee will provide certificates of the foregoing insurance, showing the Town of Riverhead and the Town of Riverhead Municipal Parking District No. 1 as additional insureds to the extent of their interest Licensee agrees to indemnify and hold Licensor and Town, and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with the activities-described herein, including liability for damages to property or for injuries or death to persons which may arise

from, or be attributable or incident to the use by Licensee and its employees, agents, representatives and concessionaires, or attendees, excepting liability caused by the negligence of Licensor or the Town or its employees, agents or representatives. Without limiting the generality of the foregoing, Licensee agrees to indemnify and hold licensor and the Town harmless from any lien claimed or asserted for labor," materials or services furnished to Licensee in connection with the use of the property.

5. License Fee: The fee for the license shall be \$200.00 per year. For calendar year 2016, the license fee shall be pro-rated to \$150.00, which sum shall be payable upon execution of the license agreement. The license fee shall be prorated should the licensee purchase the licensed premises from the Town.

6. Use of License Property: Licensee agrees to utilize the licensed properties exclusively for the deck and the utilities described herein in connection with the restaurant use.

7. Repair, Maintenance and Inventory of License Premises:

a) Licensee agrees to maintain the licensed area free of trash and debris and to return the premises back to its original condition following completion of the license term.

b) Licensee shall not be permitted to alter the licensed premises without the prior permission of the licensor.

8. Assignment: Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, license the licensed premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise. A transfer of more than fifty (50%) percent at any one time, or in the aggregate from time to time, of the stock, partnership or other

ownership interests in Licensee, direct or indirectly shall be deemed to be an assignment of this License.

9. Indemnity: Licensee shall indemnify and hold the Licensor harmless from and against any and all claims, actions, liabilities, losses , costs and expenses, arising from or in connection with the use of the licensed premises.

10. Notices: Any notices to be given under this License shall be in writing and shall be sent by registered or certified mail, return receipt requested. If such notice is directed to Licensor, it shall be addressed to the attention of the Riverhead Town Supervisor at 200 Howell Avenue, Riverhead, New York 11901. If such notice is directed at the Licensee, it shall be addressed to John Peragine, PB Riverhead LLC, 69 East Main Street, Patchogue, New York 11772.

11. Miscellaneous: Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof, this license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

PB RIVERHEAD LLC

TOWN OF RIVERHEAD

By: _____

By: _____

TOWN OF RIVERHEAD

Resolution # 246

**AUTHORIZES THE SUPERVISOR TO EXECUTE AN AGREEMENT
WITH ABL COMPUTING, INC.**

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Town of Riverhead retained ABL Computing, Inc. (“ABL”) to perform a “Risk and Security Assessment” of the Town’s s IT environment (the “Cyber Risk Assessment”); and

WHEREAS, by Resolution 186, adopted on March 15, 2016, the Town Board authorized that a Professional Services Agreement be entered with ABL to provide and facilitate updates and additions to the Town’s IT policy based upon that assessment; and

WHEREAS, ABL has also proposed to provide professional services to carry out the migration of emails exclusive of licenses for 185 users at a cost not to exceed \$13,300.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to execute a Professional Services Agreement with ABL for a sum not to exceed \$13,300 in a form approved by the Town Attorney in order to perform the migration of email as provided under the proposal; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 247

**AUTHORIZES EXECUTION OF CONTRACT
WITH SEED CLAM ADMINISTRATOR**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the TOWN, in connection with its Municipal Operations, requires services consisting of the following: Seed Clam Administrator – Year 2016; and

WHEREAS, David Lessard, Contractor, is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program
Date(s) and Hour(s) of Services: Year 2016

NOW, THEREFORE, BE IT RESOLVED, that the David Lessard is appointed Administrator of the Town of Riverhead Seed Clam Program – Year 2016; and

BE IT FURTHER RESOLVED, that the Supervisor be and is hereby authorized to execute the attached agreement in connection with the administration services of the aforementioned individual; and

BE IT FURTHER RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

AGREEMENT

BETWEEN The TOWN OF RIVERHEAD, a municipal corporation with offices at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as "TOWN" and DAVID LESSARD, a partnership/corporation/limited liability partnership, with offices at P.O. Box 139, Jamesport, New York, Vendor Number 029027, hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, the TOWN, in connection with its Municipal Operations, requires services consisting of the following: Seed Clam Administrator – Year 2016; and

WHEREAS, the Contractor, is willing to provide the following services to the Town:

Description of Services: Administration of Seed Clam Program
Date(s) and Hour(s) of Services: Year 2016

IT IS HEREBY AGREED by the TOWN and CONTRACTOR as follows:

1. That CONTRACTOR shall provide and fully perform, to the TOWN'S satisfaction, the aforementioned services to the TOWN on the date(s) and times(s) stated above.
2. In return for CONTRACTOR'S services, the TOWN shall pay CONTRACTOR as follows: The sum of Five Thousand (\$5,000.00) Dollars payable in half-payments of Two Thousand Five Hundred (\$2,500.00) Dollars each in April, 2016 and September, 2016.
3. Administration shall include the bidding process and oversight of facilities to provide seed. The TOWN is responsible for the cost of repair and materials of their rafts, which contain the clams.

DATED: Riverhead, New York
April_____, 2016

TOWN OF RIVERHEAD

By: _____
SEAN WALTER, Town Supervisor

CONTRACTOR

By: _____
DAVID LESSARD

TOWN OF RIVERHEAD

Resolution # 248

REAPPOINTS MEMBER TO THE BOARD OF ASSESSMENT REVIEW

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

NOW, THEREFORE, BE IT RESOLVED, that Judith O'Connell is hereby reappointed to the Board of Assessment Review, nunc pro tunc, for a term to commence on October 1, 2015 and continue through September 30, 2020, in accordance with Section 523 of the Real Property Tax Law, at the annual salary established under Town resolution #2008-625; and be it further

RESOLVED, that the Town Clerk be and is hereby authorized to forward a copy of this resolution to Judith O'Connell, 113 Wading River Road, Wading River, NY 11792, the Assessor's Office, Suffolk Co. Real Property Tax Service Agency, 300 Center Drive, Riverhead NY 11901, the Personnel Office, and the Accounting Department; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and, if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 249

**SETS DATE OF ANNUAL RIVERHEAD LITTER AWARENESS AND SPRING
CLEANUP DAY**

Councilman Hubbard offered the following resolution,

which was seconded by Councilman Dunleavy

WHEREAS, Riverhead Town has recognized and supported interest in continually improving the appearance of the Town of Riverhead; and

WHEREAS, each year a date is designated as “Litter Awareness and Spring Cleanup Day,” whereby the community comes together and conducts litter patrols throughout the Town.

WHEREAS, this year volunteers will meet at Riverhead Town Hall on Saturday, May 7 at 9:00am to assist with this year’s clean-up.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board designates Saturday, May 7, 2016, as “Riverhead Litter Awareness and Spring Cleanup Day,” encouraging all residents to participate; and be it further

RESOLVED, all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 250

SETS DATE AND TIME OF 7TH ANNUAL
“GREAT RIVERHEAD CARDBOARD BOAT RACE”

Councilman Dunleavy offered the following resolution,

which was seconded by Councilman Wooten

WHEREAS, the Riverhead Town Board and the Riverhead Business Improvement District believe in promoting community events in Downtown Riverhead; and

WHEREAS, the Riverhead Town Board and the Riverhead Business Improvement District have undertaken the task of organizing a riverfront event known as the “Great Riverhead Cardboard Boat Race”; and

WHEREAS, the Peconic Riverfront is an excellent location for a cardboard boat race; and

WHEREAS, the interested parties may contact the Riverhead Business Improvement District, Councilman James Wooten or Councilman Tim Hubbard; and

WHEREAS, the Seventh Annual “Great Riverhead Cardboard Boat Race” will be free of charge and open to all.

NOW, THEREFORE, BE IT RESOLVED, that the Seventh Annual “Great Riverhead Cardboard Boat Race” will be held on the Peconic Riverfront in downtown Riverhead at 12:00 p.m. on Sunday, June 26, 2016; and be it further

RESOLVED, that the Town Clerk is hereby directed to forward a copy of this resolution to the Riverhead Business Improvement District, the Engineering Department, the Chief of Police, the Highway Superintendent, and the Chief of the Riverhead Fire Department; and be it further

RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No
The Resolution Was Thereupon Duly Declared Adopted

TOWN OF RIVERHEAD

Resolution # 251

**AUTHORIZES NOTICE OF PUBLIC HEARING REGARDING LEASE
BETWEEN RIVERHEAD WATER DISTRICT AND
NEW YORK CINGULAR WIRELESS PCS**

Councilman Wooten offered the following resolution,

which was seconded by Councilwoman Giglio

WHEREAS, the Riverhead Town Board as governing body of the Riverhead Water District has entered into lease negotiations with New York Cingular Wireless PCS for premises located at 1035 Pulaski Street, Riverhead, New York, Suffolk County Tax Map No. 0600-124-01-27, and

WHEREAS, the Town Board desires to call a public hearing to consider said lease.

NOW, THEREFORE, BE IT RESOLVED, that the Town Clerk be and is hereby authorized to publish and post notice of public hearing on this matter to be held on the 19th day of April, 2016 at 7:10 pm at the Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York to hear all interested persons, and

BE IT FURTHER RESOLVED, the Town Clerk be and is hereby authorized to publish and post a copy of this resolution in full without the attached lease in the April 7, 2016 edition of The News Review, and

BE IT FURTHER RESOLVED, that a copy of said lease is attached and available for review at the Office of the Town Clerk, and

BE IT FURTHER RESOLVED, that all Town Hall Departments may review and obtain a copy of this resolution from the electronic storage device and if needed, a certified copy of same may be obtained from the Office of the Town Clerk.

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted

Cell Site No. NYNYNY0180
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
Market: NYC/NNJ

Project Code: Riverhead

LEASE AGREEMENT

This Lease Agreement (“Lease”) dated as of the 17th day of July, 2015, (the “Effective Date”) by and between The Town of Riverhead Water District, a municipal corporation with an office located at 1035 Pulaski Street, Riverhead, NY 11901, (hereinafter referred to as “District” or “LESSOR”) and, New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WHEREAS, the LESSOR is the owner of the property located at 1035 Pulaski Street, Riverhead NY 11901 as shown on the Suffolk County Tax Map District 0600, Section 124, Block 01, Lot 27, more commonly known as the Pulaski Street Water Tank and improvements thereon (the Pulaski Street Water Tank, the improvements and such real property are hereinafter sometimes collectively referred to as the “Property”); and

WHEREAS, LESSEE is the holder of a license from the Federal Communications Commission permitting it to operate a wireless communications system in the New York Metropolitan Service Area, and currently has an installation at the Property under a Lease Agreement dated July 23, 1990 (“Prior Agreement”); and

WHEREAS, as of the Effective Date, this Lease replaces and supersedes the Prior Agreement; and

WHEREAS, the term of the Prior Agreement expired on July 16, 2015 (the “Expiration Date”), and LESSOR acknowledges that LESSEE has been occupying the Premises since the Expiration Date on a month to month basis, and LESSOR has accepted rent during such monthly tenancy from LESSEE, and the parties desire to terminate the month to month tenancy under the Prior Agreement and replace and supersede the terms of the Prior Agreement; and

WHEREAS, as of the Effective Date, LESSOR permits LESSEE to continue to use a portion of the Property (such portion, as hereinafter defined, the “Premises”) located therein for the installation, maintenance and operation of radio transmitting and receiving equipment, antennas and other associated equipment in connection with its wireless communications system; and

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the premises, obligations, terms and conditions hereinafter set forth and recited, the parties do hereby agree as follows:

1. PREMISES.

LESSOR hereby grants a leasehold to LESSEE of approximately three hundred and fifty-two (352) square feet (the “Equipment Space”) at the Property for the installation, operation and maintenance of communications equipment as fully detailed on the attached Exhibit “1”, AT&T construction drawings dated 2/7/2013; together with such additional space on the Property for the installation, operation and maintenance of wires, cables, conduits and pipes (the “Cabling Space”) running between and among the Equipment Space and Antenna Space and to all necessary electrical, gas and telephone utility sources

Cell Site No. NYNYNY0118
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
Market: NYC/NNJ

Project Code: Riverhead

Address: 1035 Pulaski St, Riverhead, NY 11901

currently located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Equipment Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "1" dated March __, 2016 attached hereto and made a part hereof. The Premises are generally described above, while the drawings and description contained on Exhibit "1" specifically describe the quantity of equipment, the types, numbers, and locations of antennas, and the types and locations of cables to be installed on the Property. In the event of a conflict between the general description in this paragraph 1, and the specific Premises drawn and described on Exhibit "1", Exhibit "1" shall govern. LESSOR and LESSEE acknowledge and agree that the description contained on Exhibit "1" is specific to the equipment and specifications on Exhibit "1" dated March __ 2016, and that LESSEE has no future right to modify Exhibit "1" dated March __ 2016 after this Lease Agreement is executed, without an amendment in writing. Moreover, LESSEE shall have the right to complete the installation of the equipment as shown on Exhibit "1" dated March __ 2016, and shall have no further rights to any additional ground space, surface area on the elevated water tank, or to add any additional weight or wind resistance loading to the installation on the elevated water tank, legs, railings, etc. without the express written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned, delayed, or denied. LESSEE and LESSOR stipulate that it is not unreasonable for LESSOR to withhold, delay, or condition consent for any future proposed modification to the Premises where such modification involves the LESSEE's installation taking up any additional space on the Premises by more than ten percent (10%), or where such modification involves the LESSEE's installation requiring additional weight or wind shear loading that exceeds the weight or wind shear loading of the equipment installation shown on Exhibit "1" dated March __, 2016 by more than ten percent (10%).

2. TERM.

This Lease shall be for an initial term of fifteen (15) years commencing on the Effective Date ("Commencement Date"), with a renewal term as set forth in Paragraph 4 of this Lease. As of the Effective Date, the month to month tenancy under the Prior Agreement shall be terminated and the obligation to make rental payments under the Prior Agreement shall terminate.

3. RENT.

a. The annual rental fee for the first year of this Lease shall be eighty thousand dollars (\$80,000.00) commencing as of the Effective Date. All rent paid by LESSEE to LESSOR pursuant to the Prior Lease for any period after the Expiration Date shall be credited to such months of the month to month tenancy under the Prior Lease and against the annual rental hereunder, as applicable, and the obligation to make rental payments in such amount shall terminate as of the Effective Date. LESSEE shall pay to LESSOR the difference between the annual rent of \$80,000.00 and the amounts paid to LESSOR by LESSEE for the period from the Effective Date to the date of execution of this Lease, within forty-five (45) days of the full execution of this Lease.

b. All rent due under this Lease shall be paid in annual installments prior to each annual anniversary of the Effective Date, in advance, to LESSOR at the address above. Each payment should contain a reference as follows, "RWD – PULASKI STREET– AT&T SITE # N109672". Upon agreement of the Parties, LESSEE may pay the rental by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Cell Site No. NYNYNY0118
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
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c. Commencing on the first anniversary of the Effective Date and each annual anniversary thereafter, the annual rental for each succeeding year of this Lease shall be equal to the greater of (a) one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding year, or (b) the amount which is based on the Consumer Price Index using the following formula ("CPI Formula"), and it is hereby acknowledged that all payments made by LESSEE to LESSOR for the Premises shall be applied and credited against the rental due under this Lease.

The CPI Formula is as follows:

License Fee = (Current License Fee) + ((IR-IL)/IL X Current License Fee)

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month which is the first year anniversary of the Effective Date and each succeeding anniversary

IL is the Consumer Price Index for the month which is the same month as the IR index published twelve (12) months earlier than the IR index.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) – New York, Northern New Jersey, and Long Island, NY Area or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by any nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index.

d. LESSEE will pay LESSOR a fee of \$50.00 for any check returned for any reason by LESSOR's bank. Should the LESSEE fail to pay all rent due and owing by the tenth day following each successive anniversary of the Effective Date during the term of this Lease, then after five (5) days' notice from LESSOR to LESSEE without cure, LESSOR may impose a late fee equal to five percent (5%) of any amounts more than fifteen (15) days overdue in order to reimburse LESSOR for the extra administrative time involved in collecting such amounts, and any payment more than fifteen (15) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.

e. All rent due for the fifteen (15) year term of the Lease is guaranteed by the LESSEE to LESSOR in that LESSEE may not terminate this Lease and be released from its obligations hereunder unless LESSEE is unable to operate its installation at the Property due to force majeure,

casualty or condemnation or as a result of a termination due to LESSOR's default which remains uncured beyond all applicable cure and grace periods.

4. OPTION TO RENEW.

a. LESSEE shall have the option of renewing this Lease for one (1) successive period of FIVE (5) years, upon the same terms and conditions which were in effect during the initial term, including a guarantee of such renewal term as described above in Section 3(e). The annual rent shall continue to increase annually as set forth in paragraph 3(c) above. This Lease shall be automatically renewed unless LESSEE sends a notice to LESSOR, or if LESSOR sends a notice to the LESSEE of its intention not to renew at least one hundred eighty (180) days prior to the expiration of the initial term hereof.

b. If LESSEE remains in possession beyond the expiration of the term of this Lease, including any renewal term, the LESSEE shall be considered a holdover tenant and the tenancy shall be construed as a month to month tenancy. The monthly rent payable by LESSEE for the holdover period shall be equal to the last annual rental divided by twelve months and the result being multiplied by 150%. All other terms and conditions of this Lease shall remain in full force and effect.

5. TEMPORARY MONOPOLE.

In the event that LESSOR determines that Pulaski Street Water Tank painting (and work associated with Pulaski Street Water Tank painting) or maintenance of the tank must be done to the Pulaski Street Water Tank and in order to perform such work, LESSEE's antennas and related cabling are required to be removed, LESSOR shall have the right, exercisable once during a ten (10) year term after providing at least 180 days prior written notice, to require LESSEE to temporarily relocate its antennas and cabling to a Cell On Wheels ("COW") to a location on the Property reasonably acceptable to LESSEE and whose costs will be borne by LESSEE. LESSOR shall cooperate and take all reasonably necessary actions to assist in LESSEE being able to place the COW at the Property. All costs that the LESSEE incurs for the temporary relocation and reinstallation of its cell provider equipment will be paid by the LESSEE.

6. TANK INSPECTIONS.

a. All of LESSEE's equipment on the Pulaski Street Water Tank, including, but not limited to, antennas, cables, mounting brackets and paint, shall be inspected annually at a time selected by the LESSOR. The inspection shall be completed by a reputable and experienced contractor selected by LESSEE, which contractor shall be approved by the LESSOR; such approval shall not be unreasonably withheld or delayed. If requested by the LESSOR, the contractor will be accompanied by the District's Tank Consultant whose reasonable costs will be paid by the LESSEE. The inspection shall include a written report of the present condition of said equipment and any repairs made. The report, with color photographs, shall be submitted to the LESSOR within thirty (30) days after the completion of the inspection. Prior to the annual inspection, the contractor shall provide an insurance certificate and Hold Safe and Harmless Agreement pursuant to Paragraph #15 D herein and coordinate the timing of the inspection with the District's Superintendent. LESSEE shall pay for the costs for its contractor to perform the inspection.

b. In order for inspections and/or repairs to be performed by climbing the Pulaski Street Water Tank, the following information is required:

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- i. Letter on LESSEE's letterhead describing the scope of work to be done;
- ii. Letter on LESSEE's letterhead indicating that the contractor/subcontractor (if applicable) is authorized to do the repairs on behalf of the applicant;
- iii. Photo ID for all contractor's/subcontractor's employees who will be on site;
- iv. Climbing certificates/certifications for any person climbing the tank(s);
- v. Insurance certificate for all insurances indicating the location to be accessed and including the Riverhead Water District as certificate holder and additional insured. Limits of liability and other documentation is attached hereto as Exhibit "3";
- vi. Executed Hold Safe and Harmless Agreement attached hereto as Exhibit "4".

7. ACCESS; REIMBURSEMENT FOR LESSOR's EMPLOYEES. LESSOR agrees to allow LESSEE access to the Premises during ordinary business hours (8:00 a.m. – 4:30 p.m., Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled repairs and other emergency purposes. In the event LESSEE needs access after business hours, LESSEE will endeavor to give LESSOR prior notice, if feasible. Prior to access to the Property, LESSEE shall provide a minimum of 24 hours prior telephonic notice to the District Superintendent at (631) 727-3205 so that the LESSOR can accompany LESSEE. All personnel must carry and provide proper identification at all times. Notification to LESSOR must be via direct phone contact with either the District Superintendent or Assistant Superintendent. The LESSOR will not accept notification via e-mail or facsimile, provided that during normal business hours, either the District Superintendent or Assistant Superintendent will be reasonably available to receive a call from LESSEE. Should the LESSEE's presence at the Property exceed three one-half days per calendar month, LESSEE shall reimburse the LESSOR to cover the actual commercially reasonable costs associated with having an employee on site beyond the three one-half days. A half day shall be calculated as any time beyond one (1) hour. Any time beyond four (4) hours on any given day shall be counted as a second 1/2 day. No work shall be permitted on weekends or holidays unless specifically permitted by LESSOR. LESSOR shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside normal 8:00 a.m. to 4:30 p.m. work hours, provided LESSEE agrees to full reimbursement of the LESSOR's actual out of pocket costs for LESSOR's employees. Notwithstanding anything stated to the contrary, access to LESSEE's Equipment Space outside normal business hours to perform routine and quiet maintenance is conditioned upon sending email notification to the District Superintendent at conklin@townofriverheadny.gov, and no response is required.

8. MAINTENANCE. LESSEE will maintain its installation at the Property at all times. LESSEE's maintenance shall include, but is not limited to, maintaining LESSEE's equipment shelter, fencing, conduits, grounding hardware, and landscaping in accordance with applicable laws or any reasonable written LESSOR standards which are delivered to LESSEE. In the event that LESSEE fails to respond to LESSOR's complaint within ten (10) business days with respect to maintenance, the LESSOR shall have the right to take the necessary steps to correct the situation and the LESSOR shall be reimbursed by LESSEE for all reasonable expenses within thirty (30) days after LESSEE's receipt of a sufficiently detailed invoice and supporting documentation.

9. UPGRADE PROTOCOL. As detailed in Exhibit "2" attached hereto.

10. USE OF PREMISES:

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(a) The PREMISES leased hereunder shall be unmanned and are to be used for LESSEE's construction, installation, operation and maintenance of its communications facility including LESSEE's radio transmitting and receiving equipment along with associated other electronic equipment. LESSEE shall have the right to use the Pulaski Street Water Tank for the placement of associated antennas, cables and improvements as set forth in Exhibit "1" attached hereto and made a part hereof. LESSEE shall have the right to construct an equipment pad or modular building, fencing and any other accessories necessary to the successful and secure operation of the above-mentioned radio equipment in accordance with the attached lease exhibits. All improvements shall be at the LESSEE's expense. All equipment attached to or otherwise brought onto the Property shall at all times be LESSEE's personal property and, at LESSEE's option, may be removed by LESSEE at any time during the term or within a reasonable time after expiration of this Lease. If LESSEE no longer desires to use said site for its wireless communications business, LESSEE will restore the Premises to its original condition, reasonable wear and tear and casualty excepted, subject to LESSOR's then existing reasonable removal protocol.

(b) No cars, trucks, vans, building materials, equipment or other personal property shall be parked, stored or left outdoors except when LESSEE's workers are actually performing maintenance or repairs. No such items or materials shall be parked, left or stored outdoors overnight.

(c) In the event LESSEE's use in any physical way materially and significantly interferes with the LESSOR's facilities at the Property, upon and after notice from the LESSOR advising LESSEE of such interference, LESSEE must forthwith correct and eliminate such interference and, if necessary, immediately suspend operations except for intermittent testing, while it attempts to correct and eliminate such interference within one hundred and eighty (180) days after the notice. LESSOR reserves the right to cancel this Lease and the License granted hereunder if LESSOR determines that the LESSEE facilities materially and significantly interferes with the LESSOR'S facilities , and LESSEE fails to either cease operations, except for testing, or fails to cure such interference within one hundred eighty (180) days after receipt of such notice or if cure is not reasonable within such 180 days, LESSEE fails to commence to cure such interference and diligently prosecute to eliminate within one hundred eighty (180) days after such notice.

11. TERMINATION. LESSEE acknowledges that the primary use of the Property by LESSOR is for the storage, pumping and delivery of potable water to its residents. Furthermore, LESSEE acknowledges that the Pulaski Street Water Tank is the LESSOR's elevated water storage facility. However, in the future should the LESSOR receive regulatory approval for the installation of facilities which would, in good faith, reasonably require the complete removal of the LESSEE's ground equipment facilities from the Property, then LESSOR may terminate this Lease upon at least twelve (12) months written notice and shall reimburse LESSEE for any prepaid rent paid hereunder; provided that LESSOR is terminating all other wireless telecommunications leases at the Property and prior to any termination, (a) LESSOR and LESSEE's shall use all commercially reasonable efforts to find an alternate space on the Property for LESSEE's ground equipment, which space is mutually acceptable to both parties and LESSEE shall be permitted to relocate to alternate space at the Property and offset the reasonably commercial costs thereof against the future monies due hereunder and (b) LESSOR shall provide LESSEE with a copy of all applications and plans for the installation of LESSOR's facilities at the Property immediately upon submission, and LESSOR will make all reasonable efforts to provide LESSEE with earlier notice once a final decision regarding termination has been made with the

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understanding that LESSOR shall work with LESSEE to try to accommodate LESSEE to minimize interference with LESSEE's operations at the Property.

12. UTILITIES. LESSOR shall, at all times during the Term, cooperate with LESSEE to ensure utilities are provided to the Premises. In connection with electric, gas and telephone utility sources that LESSEE requires for its communications facility at the Premises, LESSOR agrees to grant LESSEE or its utility provider the right to install its equipment or other improvements on, over and/or under the Property. LESSOR may direct the location of the ancillary utilities through a location which causes the least interference with LESSOR's existing infrastructure. In the future should LESSOR install new facilities or reorganize its existing infrastructure, the LESSOR may direct that LESSEE's ancillary utilities be relocated at LESSEE's expense; provided that LESSEE shall be permitted to offset the costs for such relocation against the monies due hereunder. LESSOR shall execute any commercially reasonable documents such utility provider requires in connection with same. LESSEE may install meters as may be necessary for LESSEE to maintain its equipment, and all costs of services for same shall be borne by LESSEE. If LESSEE sub meters electricity from LESSOR, LESSOR agrees to give LESSEE at least twenty-four (24) hours advance notice of any planned interruptions of said electricity.

13. GOVERNMENTAL APPROVALS. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its maintaining during the term of this Lease all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, which will permit LESSEE's use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to maintain such approvals. Subject to the rent guarantee as set forth in Paragraph 3(e) above, in the event that any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority.

14. INDEMNIFICATION. Subject to Paragraph 15 below, each Party shall indemnify and hold the other, its officers, agents, servants and employees harmless against (i) any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) all suits, losses, demands, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the other Party or any of its officers, agents, servants, employees may be subjected by reason of injury to person or property of others resulting from such Party or any of its agent's entrance onto the Property and any activities relating to such entrance onto said Property, except to the extent any liability is caused by the acts, omissions, fault or negligence of the indemnified party.

15. INSURANCE.

Insurance coverage shall be provided by an Insurance Company eligible to do business in the state where the Premises are located and rated by "A. M. Best" at "A-" or better or as otherwise deemed acceptable by the LESSOR.

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Insurance coverage shall be evidenced by a Certificate of Insurance submitted on Accord or equivalent form provided by LESSEE's insurance broker.

Thirty (30) days' notice is required for cancellation of coverage if coverage is not replaced. The insuring company shall not be released from liability or obligation for its failure to notify the LESSOR.

The interest of the LESSOR, as additional insured with no responsibility for payment of premium shall be added to all required policies other than Workers' Compensation. Evidence of this extension shall be provided by a blanket additional insured endorsement submitted to the LESSOR with the applicable certificate of insurance. LESSOR's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by LESSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LESSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the negligence of LESSOR, its employees, agents or independent contractors; and, (iii) not exceed LESSEE's indemnification obligation under this Lease, if any.

Coverage shall be obtained, and maintained throughout the life of the Lease as follows:

A. Automobile Liability:

Form: Commercial Automobile Liability, including all owned, non-owned, and hired autos.

Limits: 1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection, as required by law.

B. General Liability:

Form: Commercial General Liability, including, but not limited to: Premises and Operations, Independent Contractors, Products and Completed Operations, third party property damage Personal Injury, Contractual Liability.

OR

Commercial General Liability (ISO occurrence form or substantial equivalent), including separate limits for Personal Injury, Products/Completed Operations. Products and Completed Operations to be maintained for a period of 2 years after the completion of the project.

Limits: \$5,000,000 Combined Single Limit for bodily Injury and Property Damage Liability.

OR

\$5,000,000 per occurrence/\$5,000,000 general aggregate.

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C. Workers' Compensation:

Form: Providing coverage to all employees in all states where operations will be performed under the terms of the contract.

Limits: As required by the Workers' Compensation Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed.

The LESSOR retains the sole right to increase the above insurance limits to reasonable amounts and/or expand the required coverages but not more often than once during any term to amounts and coverages the LESSOR deems commercially reasonable.

Notwithstanding the forgoing, LESSEE may, in its sole discretion; self-insure any of the required insurance under the same terms as required by this Lease. In the event LESSEE elects to self-insure its obligation under this Lease to include LESSOR as an additional insured, the following conditions apply:

(i) LESSOR shall promptly and no later than thirty (30) days after notice thereof provide LESSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LESSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) LESSOR shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LESSEE; and

(iii) LESSOR shall fully cooperate with LESSEE in the defense of the claim, demand, lawsuit, or the like.

The LESSOR is not responsible for any loss or damage whatsoever to the PROPERTY of subcontractor(s).

All certificates of insurance shall contain the following provisions:

(1) Location and nature of activities of the property.

(2) The period of certificates shall cover the term of the Lease or a new certificate shall be furnished before the current certificate expires.

16. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 14, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

17. INTERFERENCE.

LESSEE and LESSOR acknowledge that LESSEE's existing installation does not knowingly cause harmful radio-frequency interference with any equipment of LESSOR or other LESSEE's of the Property which existed on the Property prior to the date this Lease is executed by the Parties. In the event

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any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR agrees that LESSOR and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type or frequency which will not cause harmful interference to LESSEE's equipment which is measurable in accordance with the then existing standards.

18. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after the expiration or earlier termination of the Lease, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. To assure the integrity and protection of the Pulaski Street Water Tank during the removal process, LESSOR shall follow the then existing reasonable removal protocol established by the District. Should the LESSEE fail to comply with the requirements of this paragraph, the LESSOR may, after at least ten (10) days prior notice to LESSEE, remove the equipment at LESSEE's expense. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR represents and warrants as of the date hereof and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property, has full authority to enter into and execute this Lease without any other approval, and has taken all necessary action under its by-laws or other relevant documentation to approve this Lease and has authorized the signatories to sign same. LESSOR further represents, covenants and warrants that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions or violations which prevent or impede the use of the Property by the LESSEE as set forth above. LESSOR shall defend, indemnify, and hold LESSEE harmless from and against any and all claims, liabilities, damages, costs, penalties, fines and fees related to a breach of the provisions herein.

21. INTEGRATION. It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Lease is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Lease. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, in law or in equity. This Lease and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements, including the Prior Agreement, with respect to the subject matter of this Lease. Upon the Effective Date, the Prior Agreement shall be superseded and replaced in its entirety.

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22. GOVERNING LAW. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York. LESSOR and LESSEE agree that the venue for any court proceeding initiated to enforce any provision of this Lease shall be Suffolk County in the State of New York.

23. ASSIGNMENT. This Lease may be sold, assigned or otherwise transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located or to any entity which is the successor to LESSEE by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. Upon LESSEE sending written notice to LESSOR at Lessor's mailing address stated above of an assignment, LESSEE shall be relieved from any further liability or obligation accruing hereunder.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The Riverhead Water District
1035 Pulaski Street
Riverhead, NY 11901
Attention: Superintendent

LESSEE: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: NYNYNY0180;
Cell Site Name: CN180/RIVERHEAD (NY)
Fixed Asset No: 10074887
575 Morosgo Drive
Atlanta, GA 30324

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
AT&T Legal Department- Network
Attn: Network Counsel
Re: Cell Site No.: NYNYNY0180;
Cell Site Name: CN180/RIVERHEAD (NY)
Fixed Asset No: 10074887
208 South Akard Street
Dallas, Texas 75202-4206

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Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Lease shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto. Within sixty (60) days of obtaining an interest in the Property or this Lease and requesting any change in the payee hereunder, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall furnish to LESSEE a W-9, and such other transfer documentation as LESSEE shall require, and a notice of transfer and LESSEE shall have no obligation to make any rental payments to such assignee, transferee or successor until same is delivered to LESSEE.

26. SUBORDINATION AND NON-DISTURBANCE. LESSOR acknowledges that there is no existing mortgage, ground lease or other superior interest affecting the Property. At LESSOR's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Lease to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in the form reasonably satisfactory to LESSEE, (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Lease beyond applicable notice and cure periods. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Lease which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum is for recording purposes only.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have twenty (20) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Lease or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter

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continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business at the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default beyond all applicable notice and cure periods, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default beyond all applicable notice and cure periods, by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Premises are located.

30. CASUALTY. LESSOR will provide notice to LESSEE of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. In the event of damage by fire or other casualty to the Pulaski Street Water Tank or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired. Upon any termination, LESSEE will be entitled to collect all insurance proceeds payable to LESSEE on account thereof. LESSOR agrees to permit LESSEE to place temporary transmission and reception facilities on the Property, but only until such time as LESSEE is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Lease, such temporary facilities will be governed by all of the terms and conditions of this Lease, including the payment of rent. If LESSOR or LESSEE undertakes to rebuild or restore the Premises, as applicable, LESSOR agrees to permit LESSEE to place temporary transmission and reception facilities on the Property at no additional rent until the reconstruction of the Premises is completed.

31. CONDEMNATION. In the event LESSOR receives notification of any condemnation proceedings affecting the Property, LESSOR will provide notice of the proceeding to LESSEE within forty-eight (48) hours. In the event of any condemnation of all or any portion of the Property, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Property, LESSEE, in LESSEE's

Cell Site No. NYNYNY0118
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sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If LESSEE does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in an amount based on the ratio of the number of antennas remaining on the Premises to the number of antennas existing on the Premises immediately preceding the effective date of such partial condemnation. In the event that this Lease is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. TAXES. LESSOR is exempt from paying real property taxes on the Property. To the extent that real property taxes are imposed upon the Property due to LESSEE's installation, LESSEE shall pay all real property taxes that are directly attributable to LESSEE's use and occupancy of the Premises. Within sixty (60) days of receipt of an invoice from the municipality, LESSOR shall submit to LESSEE LESSOR's calculation of the additional real estate taxes, which shall only be based upon the value of LESSEE's installation, together with supporting documentation (including, without limitation, an invoice from the municipality indicating the tax increase due to LESSEE's installation at the Premises) and proof of payment of said taxes. In the event LESSOR fails to not submit any documentation within said sixty (60) days, LESSOR shall not be entitled to any reimbursement. LESSEE, within thirty (30) days following receipt and verification of such calculation, shall reimburse LESSOR for such tax payment. After payment of same, LESSEE shall be entitled to contest such tax increase and LESSOR shall cooperate with LESSEE in connection with same. LESSEE shall be entitled to any refund, credit or reduction in real estate tax increases paid by LESSEE received by LESSOR and LESSOR shall promptly pay the amount of such reimbursement to LESSEE upon receipt thereof.

33. SUBMISSION OF AGREEMENT. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution by the Parties.

34. PARTIAL INVALIDITY/AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

35. MISCELLANEOUS. The parties acknowledge that each has had an opportunity to review and negotiate this Lease and have executed this Lease only after such review and negotiation. The parties further agree that this Lease shall be deemed to have been drafted by both LESSOR and LESSEE and the terms and conditions contained herein shall not be construed any more strictly against one party

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or the other. The Parties will extend the time for performing any obligation of a Party under this Lease for the time period during which a party cannot perform such obligation due to strike, riot, insurrection, war, fire, casualty, earthquake, acts of nature, governmental action or other reasons not reasonably within the control of the party required to perform such obligation.

36. SURVIVAL. The provisions of the Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

THE RIVERHEAD WATER DISTRICT

By: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By:  _____
Authorized Signatory

Name: Gregg E. Bailey

Title: Area Manager C&E - NYC/NNJ

Date: 3/28/16 _____

Cell Site No. NNYNY0118
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
Market: NYC/NNJ

Project Code: Riverhead

Address: 1035 Pulaski St, Riverhead, NY 11901

Exhibit "1"
LESSEE's Premises



SITE ID: NYNYNY0180 SITE NAME: "RIVERHEAD"

1035 PULASKI STREET, RIVERHEAD, NY 11901

CARRIER UPGRADE: LTE 3C WCS, LTE 4C 700 D/E, & RETROFIT

Sa
Salient
 ARCHITECTS, LLC

40 LITTLE STREET
 BELLEVILLE, NJ 07109
 T: 201-567-0032 F: 201-567-9556
 www.salientassociates.com

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 NOT FOR CONSTRUCTION

Charles J. Whelan, AIA
 NY-028321

APPROVALS	SIGNATURE	DATE
AT&T		
OWNER/LANDLORD		
CONSTRUCTION		

CLIENT: **at&t**

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NYNYNY0180
1035 PULASKI STREET
RIVERHEAD, NY 11901

DRAWING TITLE:
TITLE SHEET

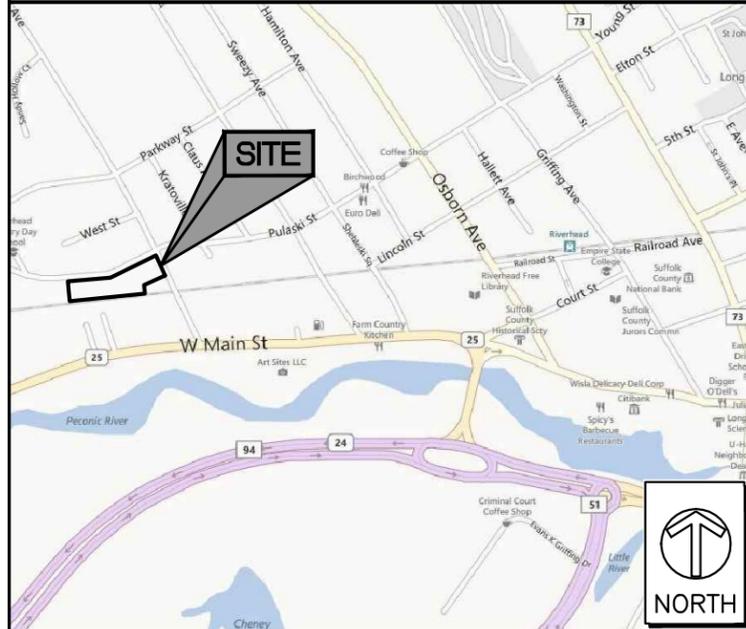
PROJECT NUMBER:
NYNYNY0180

NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
B	2/9/16	REVISED AS PER COMMENTS	RD
C	2/23/16	REVISED AS PER COMMENTS	RD
D	3/3/16	REVISED AS PER COMMENTS	SMR

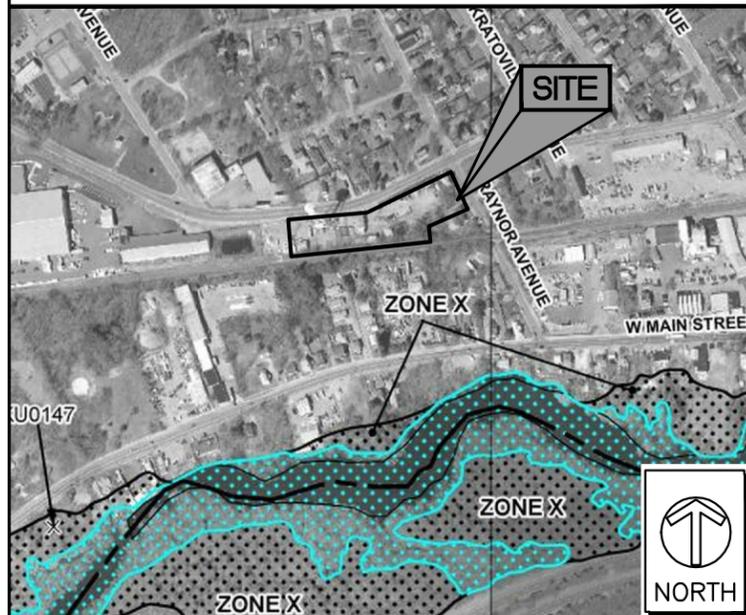
CHECKED BY: **CJW** SHEET NUMBER: **1 OF 19**

DRAWING NUMBER:
ANT-100.00

LOCATION MAP



FLOOD INSURANCE RATE MAP



SITE INFORMATION

OWNER: RIVERHEAD WATER DISTRICT
 APPLICANT: NEW CINGULAR WIRELESS PCS, LLC
 ONE AT&T WAY
 BEDMINSTER, NJ 07921

CONTACT INFORMATION

UTILITY CONTACT: PSEG, L.I.P.A.
 PROPERTY CONTACT: THOMAS KRUGER (631) 727-3205 Ext: 234

LESSEE INFORMATION

PROJECT MANAGER: JOE DELLA SELVA (704) 806 0903
 SITE ACQ. MANAGER: MATT LINDBOM (516) 557 2398

ZONING INFORMATION

SECTION: 124
 BLOCK: 1
 LOT: 27
 LATITUDE: N 40° 55' 8.90" (NAD 83)
 LONGITUDE: W 72° 40' 42.77" (NAD 83)
 NOTE: COORDINATES AND ELEVATIONS REFERENCED ABOVE WERE PROVIDED BY THE APPLICANT. THE ARCHITECT MAKES NO WARRANTIES OR GUARANTEES RELATIVE TO THEIR ACCURACY OR COMPLIANCE WITH FAA 2C TOLERANCE.
 ZONING JURISDICTION: TOWN OF RIVERHEAD
 CURRENT USE: WATER UTILITY/TELECOM

SCOPE OF WORK

- CARRIER ADD: LTE 3C WCS, LTE 4C D/E, & RETROFIT
- REMOVE (6) EXISTING ANTENNAS & REPLACE WITH (6) NEW LTE ANTENNAS (TYP OF (2) EACH PER SECTOR).
 - REMOVE (3) EXISTING 700 RRH(s) & REPLACE WITH (3) NEW 700-AT RRH(s) IN EQUIPMENT SHELTER.
 - REMOVE (3) EXISTING 1900 RRH(s) & REPLACE WITH (3) NEW 1900-B25 RRH(s) IN EQUIPMENT SHELTER.
 - INSTALL (3) NEW 2300-WCS-RRH(s) ON NEW UNISTRUT FRAMING ON EXISTING WATER TANK (TYP (1) PER SECTOR)
 - INSTALL (3) NEW 700-DE RRH(s) ON NEW WALL MOUNTED UNISTRUT FRAMING IN EXISTING EQUIPMENT SHELTER.
 - INSTALL (3) NEW FMB(s) & (3) NEW DC2(s) ON NEW UNISTRUT FRAMING ON EXISTING WATER TANK (TYP (1) PER SECTOR)
 - INSTALL (1) NEW FMB & (1) NEW DC6 IN EXISTING FIF RACK IN EXISTING EQUIPMENT SHELTER.
 - INSTALL NEW DC CABLES & FIBER CABLES FROM EXISTING EQUIPMENT SHELTER UP TO WATER TANK
 - RELOCATE (3) EXISTING UMTS ANTENNAS
 - INSTALL 18 NEW COAX (TYP (6) PER SECTOR) & 1 NEW (18) PORT CABLE PORT

DRAWING INDEX

DWG NUMBER	DWG TITLE	INITIAL ISSUANCE	NO.	LATEST ISSUANCE
ARCHITECTURAL				
1	ANT-100.00 TITLE SHEET	2/4/16	D	3/3/16
2	ANT-101.00 GENERAL NOTES/ CODE REVIEW	2/4/16	D	3/3/16
3	ANT-102.00 GENERAL NOTES	2/4/16	D	3/3/16
4	ANT-103.00 GENERAL NOTES	2/4/16	D	3/3/16
5	ANT-104.00 WATER TANK COATING SPECS	2/4/16	D	3/3/16
6	ANT-110.00 PARTIAL SITE PLAN	2/4/16	D	3/3/16
7	ANT-111.00 EQUIPMENT LAYOUT PLAN	2/4/16	D	3/3/16
8	ANT-120.00 WATER TANK ELEVATION	2/4/16	D	3/3/16
9	ANT-130.00 WATER TANK, ANTENNA PLAN	2/4/16	D	3/3/16
10	ANT-140.00 SECTOR PHOTOS	2/4/16	D	3/3/16
11	ANT-150.00 EQUIPMENT SPECS/DETAILS	2/4/16	D	3/3/16
12	ANT-151.00 EQUIPMENT SPECS/DETAILS	2/4/16	D	3/3/16
13	ANT-152.00 EQUIPMENT SPECS/DETAILS	2/4/16	D	3/3/16
14	ANT-153.00 EQUIPMENT SPECS/DETAILS	2/4/16	D	3/3/16
ELECTRICAL				
15	E-100.00 GENERAL INFORMATION	2/4/16	D	3/3/16
16	E-110.00 WIRING DIAGRAM	2/4/16	D	3/3/16
17	E-111.00 FIBER DIAGRAM	2/4/16	D	3/3/16
18	E-120.00 RRH RISER DGRM & GROUNDING	2/4/16	D	3/3/16
19	E-130.00 GROUNDING & WEATHERPROOFING	2/4/16	D	3/3/16

PROJECT DESCRIPTION

LOCATION OF PROPOSED AT&T ANTENNAS: WATER TANK
 LOCATION OF PROPOSED AT&T EQUIPMENT: EQUIPMENT SHELTER @ GRADE LEVEL

NOTES

THESE DRAWINGS ARE ISSUED FOR BUILDING DEPARTMENT REVIEW AND SHALL NOT BE USED FOR CONSTRUCTION WITHOUT ALL NECESSARY MUNICIPAL LAND USE AND BUILDING DEPARTMENT APPROVALS.

GENERAL NOTES

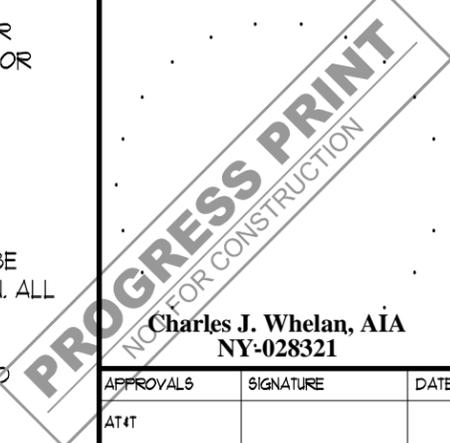
1. ALL CONSTRUCTION, LABOR AND MATERIAL SHALL COMPLY WITH ALL LOCAL AND STATE BUILDING CODES, ORDINANCES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. THE CONTRACTOR MUST VISIT THE SITE AND BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS BEFORE SUBMITTING A BID PROPOSAL. ANY DISCREPANCIES OR CONCERN SHALL BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING WITH ANY WORK, PURCHASE, FABRICATION OR ERECTION OF ANY MATERIAL.
3. NOTE THAT NORTH ORIENTATION INDICATED ON THE PLANS IS APPROXIMATE & MUST BE VERIFIED. CONTRACTOR SHALL LOCATE TRUE NORTH AND ANTENNA SUPPORTS UTILIZING THE APPROPRIATE U.S.G.S. 1 1/2 MINUTE MAP AND A THEODOLITE. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF COORDINATES AND BEARINGS USED FOR ALIGNMENT.
4. THE CONTRACTOR SHALL PROVIDE ALL ITEMS OF LABOR AND MATERIALS, WHETHER OR NOT SPECIFICALLY INDICATED, IF REQUIRED TO COMPLETE THE INSTALLATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND PROTECTING OF ALL WORK DURING CONSTRUCTION TO AVOID DAMAGE, COLLAPSE, DISTORTION, MISALIGNMENT, VOIDING ROOFING GUARANTEES AND WARRANTIES, ETC. PROTECTION SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, STANDARDS AND BEST PRACTICES. ROOF SURFACES SHALL BE RESTORED TO COMPLETE WATER TIGHTNESS WITH THE APPROVED MATERIAL AND AS PRE-APPROVED BY THE OWNER IN WRITING.
6. ALL MATERIALS SHALL BE INSTALLED AS PER THE MANUFACTURE'S SPECIFICATIONS.
7. DO NOT SCALE DRAWINGS.
8. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE MEANS AND METHODS OF CONSTRUCTING THE WORK SHOWN ON THESE PLANS. ALL WORK PERFORMED SHALL BE DONE IN A GOOD WORKMANSHIP MANNER TO THE SATISFACTION OF THE OWNER. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY EFFORTS TO PROTECT THE NEW EQUIPMENT DURING THIS INSTALLATION AND APPLICATION SUCH AS:
 - THE TENANT'S EGRESS TO AND FROM THE BUILDING AND/OR THE SITE.
 - THE BUILDING'S FIRE SAFETY OR SHALL NOT CREATE ANY FIRE HAZARDS.
 - THE STRUCTURAL INTEGRITY AND SAFETY OF THE BUILDING.
 - THERE SHALL NOT BE ANY CREATION OF NOISE OUTSIDE THE NORMAL HOURS OF 9 AM TO 5 PM, UNLESS OTHERWISE AGREED UPON WITH THE OWNER.
 - THE BUILDING'S SECURITY SHALL BE MAINTAINED IN ORDER TO PREVENT ANY UNAUTHORIZED PERSONS FROM ENTERING THE PREMISES.
 - THE BUILDING'S UTILITY'S (ELECTRICITY, GAS, WATER AND OTHER UTILITY'S) SHALL NOT BE INTERRUPTED DURING THIS APPLICATION & INSTALLATION.
 - ALL MASONRY PENETRATIONS SHALL BE DONE USING ROTARY ACTION ONLY (NO HAMMERING ACTION).
 - ALL PENETRATIONS SHALL BE FIRE-STOPPED WITH 3M FS 195 WRAP STRIP FIRE-STOP AND CP25 NON-SHRINK PUTTY FIRE BARRIER SEALANT. MAINTAIN THE FIRE RATING OF ALL PENETRATED SURFACES.
9. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE, CONSTRUCTION MATERIAL AND RUBBISH. UPON COMPLETION, ALL DEBRIS SHALL BE REMOVED AND THE PREMISES LEFT IN A "BROOM CLEAN" CONDITION. ALL RUBBISH SHALL BE DISPOSED OF IN A LEGAL MANNER.
10. THE CONTRACTOR SHALL COORDINATE ALL SPECIAL CONSIDERATIONS OF THE CONSTRUCTION (EX. NOISY OPERATIONS, INTERRUPTIONS OF ANY MECHANICAL AND/OR ELECTRICAL SERVICES, MATERIAL DELIVERIES AND/OR STORAGE) WITH THE BUILDING OWNER OR MANAGEMENT PRIOR TO THE START OF THE WORK.
11. THE CONTRACTOR SHALL PATCH AND REPAIR EXISTING CONDITIONS WHERE DISTURBED BY THE NEW WORK OR AS REQUIRED BY THE PLANS. ALL EXISTING AREAS OF THE BUILDING DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
12. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND CONFORM TO ALL BUILDING CODE AND LOCAL UTILITIES REQUIREMENTS.
13. THE GENERAL NOTES CONTAINED HEREIN ARE PART OF THE PLANS AND SPECIFICATIONS, AND ARE TO BE COMPLIED WITH IN ALL RESPECTS. THE MOST RESTRICTIVE NOTES SPECIFIED ARE TO TAKE PRECEDENCE.

GENERAL NOTES (CONTINUED)

14. THESE DOCUMENTS ARE IN COMPLIANCE & ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CODES LISTED UNDER THE CODE REVIEW NOTES ON SHEET ANT-101.
15. ALL PROPOSED STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH AISC CODE AND ASTM SPECIFICATIONS, LATEST EDITION. ALL NEW STEEL SHALL:
 - CONFORM WITH TO ASTM A-36.
 - ALL STEEL PIPES SHALL CONFORM TO TO ASTM A-501 OR A-53, GRADE B.
 - CONNECTIONS SHALL MADE USING SPECIFIED WELDS AND WELDING. ELECTRODES E-70XX OR SPECIFIED HIGH STRENGTH BOLTS SHALL BE ASTM A325. THREADS ARE EXCLUDED FROM THE SHEAR PLANE.
 - ALL SHOP AND FIELD WELDING SHALL BE DONE BY WELDERS QUALIFIED AS DESCRIBED IN THE "AMERICAN WELDING SOCIETY'S STANDARD QUALIFICATION PROCEDURE" TO PERFORM THE PROPOSED WORK.
 - BE HOT DIPPED GALVANIZED AFTER FABRICATION (ONLY EXPOSED TO MOISTURE APPLICATIONS) PER ASTM A-123. ALL DAMAGED SURFACES, WELDED AREAS AND AUTHORIZED NON-GALVANIZED MEMBERS OR PARTS (NEW OR OLD) SHALL BE PAINTED WITH TWO (2) COATS OF ZRC COLD GALVANIZING COMPOUND MANUFACTURED BY ZRC CHEMICAL PRODUCTS.
 - ALL PIPE SIZES INDICATED HEREIN ARE NOMINAL DIAMETER.
16. ALL EQUIPMENT SHALL BE INSTALLED LEVEL AND PLUMB.
17. MATERIALS AND CONDITIONS NOT FABRICATED CORRECTLY, DAMAGED OR NON-CONFORMING SHALL BE REPORTED TO CONSTRUCTION MANAGER, ARCHITECT AND OWNER PRIOR TO ANY CORRECTIVE ACTION. ALL ACTIONS REQUIRE APPROVAL FROM THE OWNER.
18. **AT&T** SHALL BE RESPONSIBLE FOR EVALUATING LEVELS OF RF EMISSIONS TO DETERMINE CONTROLLED ACCESS LIMITS AND SHALL POST APPROPRIATE SIGNAGE.
19. TESTING FOR HAZARDOUS MATERIALS SHALL BE BY OTHERS. ANY WORK IN THE PRESENCE OF HAZARDOUS MATERIALS SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, RULES, AND REGULATIONS. THE ARCHITECT DOES NOT PERFORM AND IS NOT INSURED FOR SERVICES RELATED TO THE IDENTIFICATION, CONTAINMENT, OR REMOVAL OF ASBESTOS OR HAZARDOUS WASTE INCLUDING POLLUTANTS, AND ASSUMES NO LIABILITY FOR ANY DAMAGES OR COSTS RELATED TO THESE MATERIALS.
20. TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE EXEMPT FROM THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE BECAUSE, AS AN UNOCCUPIED FACILITY, THIS INSTALLATIONS IS OUTSIDE THE SCOPE OF THE CODE WHICH APPLIES TO STRUCTURES OR PORTIONS THEREOF THAT ARE DESIGNED PRIMARILY FOR HUMAN OCCUPANCY, PER CHAPTER 1, SECTION 101.4.



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Charles J. Whelan, AIA
 NY-028321

APPROVALS	SIGNATURE	DATE
AT&T		
OWNER/LANDLORD		
CONSTRUCTION		

CLIENT:

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PROJECT:
NYNYNY0180
1035 FULASKI STREET
RIVERHEAD, NY 11901

DRAWING TITLE:
GENERAL NOTES

PROJECT NUMBER:
NYNYNY0180

NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
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C	2/23/16	REVISED AS PER COMMENTS	RD
D	3/3/16	REVISED AS PER COMMENTS	SMR

CHECKED BY: **CJW** SHEET NUMBER: **3 OF 19**

DRAWING NUMBER:
ANT-102.00

GENERAL SITE NOTES

1. ALL SITE WORK TO CONFORM TO THE LATEST **TOWN OF RIVERHEAD** BUILDING DEPARTMENT SPECIFICATIONS AND STANDARDS. 'DEWATER' ALL TRENCHES AS REQUIRED DURING INSTALLATION OF ALL FOOTING AND FOUNDATION TO ENSURE PROPER DEPTH AND STRUCTURAL INTEGRITY OF CONCRETE.
2. THE DEVELOPER SHALL COMPLY WITH APPROVED WORKING DRAWINGS AND REQUIREMENT SHEETS. NO DEVIATION WILL BE PERMITTED EXCEPT BY WRITTEN APPROVAL OF THE **TOWN OF RIVERHEAD** BUILDING DEPARTMENT.
3. COMPACTION UNDER STRUCTURES, BUILDING SLABS, STEPS, PAVEMENTS AND WALK WAYS SHALL BE 95% MAXIMUM DRY DENSITY, ASTM D 1557. COMPACTION UNDER LAWN OR IN UNPAVED AREAS, 85% MAXIMUM DRY DENSITY, ASTM D 1557.
4. ALL ELECTRIC AND TELEPHONE SERVICES SHALL BE INSTALLED UNDERGROUND.
5. ELECTRICAL CONTRACTOR TO TONE PATH OF EXISTING CABLE AND PROVIDE MARK-OUTS. HAND EXCAVATE NEAR ANY UNDERGROUND PIPES, UTILITIES, OR STRUCTURES.
6. CONTRACTOR SHALL CONTACT LOCAL UTILITY COMPANIES AND "DIG-SAFE" OR OTHER AUTHORIZED AND LEGALLY AND COMMERCIALY ACCEPTABLE UTILITY LOCATOR SERVICE IN ORDER TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES WITHIN AREAS OF WORK. PROVIDE ALL NECESSARY MEANS OF PROTECTION OF SAID EXISTING UTILITIES AS REQUIRED TO ACCOMMODATE NEW WORK. COORDINATE ALL REQUIRED RELOCATION WORK WITH THE AFFECTED UTILITY PROVIDER.
7. ALL WASTE MATERIAL INCLUDING RUBBISH, STUMPS, DEBRIS, ETC., SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE REMOVED FROM THE SITE.
8. CONTRACTOR TO MINIMIZE THE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
9. ALL CONCRETE USED FOR ON-SITE CONSTRUCTION SHALL BE AIR ENTRAINED, MINIMUM 4,000 PSI AT 28 DAYS.
10. IF EXISTING GRAVEL BEDDING IS REMOVED, STOCKPILE, AND RESPREAD AS REQUIRED TO ACCOMMODATE NEW WORK. RESTORE LANDSCAPE FILTER FABRIC AS WELL. PROVIDE ADDITIONAL MATERIALS AS REQUIRED.

STEEL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.
2. ALL CONNECTIONS OF STRUCTURAL STEEL MEMBERS SHALL BE MADE USING SPECIFIED WELDS WITH WELDING ELECTRODES E70XX OR SPECIFIED HIGH STRENGTH BOLTS TO BE ASTM A325.
3. ALL STEEL EXPOSED TO MOISTURE, SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION PER ASTM A-123. ALL DAMAGED SURFACES, WELDED AREAS AUTHORIZED NON-GALVANIZED MEMBERS OR PARTS (EXISTING OR NEW) SHALL BE PAINTED WITH (2) TWO COATS OF ZRC COLD GALVANIZING COMPOUND MANUFACTURED BY ZRC CHEMICAL PRODUCTS CO. QUINCY, MASS. OR USE THERMAL SPRAYING WITH PLATTZING 85/15 AS MANUFACTURED BY PLATT BROTHERS & COMPANY, WATERBURY, CT.

WATER TANK NOTES

1. THE SCOPE OF THESE PLANS INCLUDES THE INSTALLATION OF ADDITIONAL ANTENNA(S), RRH(S), SMALL ACCESSORY EQUIPMENT, AND REQUIRED ASSOCIATED CABLING TO AN EXISTING WATER TANK.
2. THE PLANS HAVE BEEN PREPARED USING INFORMATION OBTAINED DURING A SITE VISIT, AND ON INFORMATION PROVIDED TO THE SALIENT ARCHITECTS, LLC BY **AT&T**. IT IS ASSUMED THAT ALL INFORMATION PROVIDED BY **AT&T** ACCURATELY REPRESENTS THE DESIGN AND CONSTRUCTION OF THE EXISTING WATER TANK.
3. THE FIELD RECONNAISSANCE WAS LIMITED TO WHAT COULD BE OBSERVED SAFELY FROM GROUND LEVEL. SALIENT ARCHITECTS, LLC DID NOT CLIMB THE WATER TANK, NOR DID THE ARCHITECT PERFORM ANY SUBSOIL INVESTIGATION(S).
4. ALL ANTENNA(S), CABLE TRAY(S), COVER(S), RRH(S) AND MOUNTING EQUIPMENT SHALL BE COATED TO COLOR MATCH THE EXISTING WATER TANK COLOR SCHEME AS REQUIRED BY THE GOVERNING WATER DISTRICT(S).
5. CONTRACTOR TO REFERENCE "WATER TANK COATING SPECIFICATIONS" CHART ON PAGE ANT-104.
6. REQUIRED COATING TOUCH-UP(S) TO BE CONDUCTED ON ANY DAMAGED CELLULAR EQUIPMENT AND TANK SURFACE COATING AS A RESULT OF THIS INSTALLATION.
7. THE CONSTRUCTION SCHEDULE AND WORK SHALL BE IN ACCORDANCE WITH ALLOWABLE WORKING HOURS AND PROTOCOLS AS REQUIRED BY THE GOVERNING WATER DISTRICT(S).
8. CONTRACTOR SHALL GIVE THE GOVERNING WATER DISTRICT(S) INSPECTOR(S) 24 HOUR(S) (MINIMUM) ADVANCED NOTICE PRIOR TO SITE MOBILIZATION / INSPECTION(S).
9. THE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING A TEMPORARY BATHROOM FACILITY FOR USE DURING CONSTRUCTION AND TO BE REMOVED PROMPTLY AT THE COMPLETION OF CONSTRUCTION.
10. SITE RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE SITE SHALL BE RESTORED TO EXISTING CONDITION(S) OR BETTER UPON COMPLETION OF CONSTRUCTION IN ACCORDANCE WITH THE GOVERNING WATER DISTRICT.
11. ALL MOUNTED EQUIPMENT MUST HAVE ISOLATORS, SUCH THAT THE MOUNTED EQUIPMENT FASTENERS DOES NOT CAUSE DAMAGE TO THE COATING(S) SYSTEM(S).
12. CONSTRUCTION OR FABRICATION MAY NOT COMMENCE UNTIL A STRUCTURAL ASSESSMENT OF THE SCOPE OF WORK REFERENCED IN THESE CONSTRUCTION DOCUMENT(S) IS PROVIDED TO THE CONTRACTOR, THE GOVERNING WATER DISTRICT(S), AND/OR THE GOVERNING BUILDING DEPARTMENT.
13. **THE FOLLOWING DOCUMENT(S) MUST BE INCORPORATED IN THE CONSTRUCTION DOCUMENT(S) BEFORE ANY CONSTRUCTION IS ALLOWED TO PROCEED:**
A - A STRUCTURAL ANALYSIS HAS BEEN PERFORMED TO DETERMINE THE STRUCTURAL INTEGRITY OF THE ANTENNA MOUNTING ARRAY, SEE ----- BY -----, DATED xx/xx/xxxx
14. **CONTRACTOR(S) RESPONSIBILITIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**
A. INSPECT THE VISIBLE PORTION(S) OF THE FOUNDATION AND WATER TANK SUPERSTRUCTURE FOR ANY SIGNS OF DEGRADATION OR IMPROPER INSTALLATION.

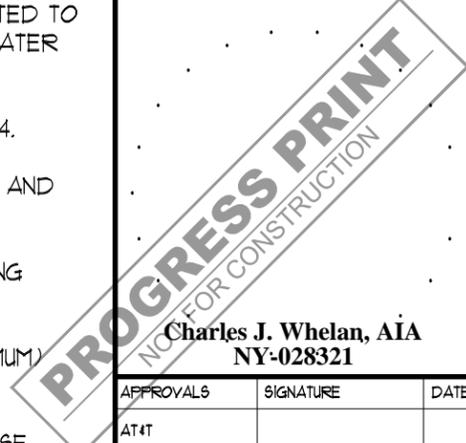
B. VERIFY THAT THE EXISTING WATER TANK CONFORMS IN ALL APPARENT RESPECTS TO THE INFORMATION PROVIDED IN THE STRUCTURAL ANALYSIS, AND THAT THE EXISTING ANTENNA LOADING DOES NOT EXCEED WHAT IS SHOWN IN THE ANTENNA LOADING TABLE.

C. CONTRACTOR SHALL RECORD THE FOREGOING IN A WRITTEN INVENTORY TO INCLUDE MAKE(S), MODEL(S), DIMENSION(S), AND QUANTITIES OF ALL EXISTING WATER TANK LOADING(S) (ANTENNA(S), MOUNT(S), ACCESSORIES, CABLE(S), ETC.), CONTRACTOR TO PROVIDE A COPY OF THE INVENTORY TO SALIENT ARCHITECTS, LLC.

D. CONTRACTOR TO REPORT ANY DEVIATIONS OR CONCERNS TO THE ARCHITECT IMMEDIATELY, AND AWAIT WRITTEN AUTHORIZATION/INSTRUCTION(S) BEFORE PROCEEDING WITH FABRICATION AND/OR CONSTRUCTION.



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PROJECT:
NYNYNY0180
1035 PULASKI STREET
RIVERHEAD, NY 11901

DRAWING TITLE:
GENERAL NOTES

PROJECT NUMBER:
NYNYNY0180

NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
B	2/9/16	REVISED AS PER COMMENTS	RD
C	2/23/16	REVISED AS PER COMMENTS	RD
D	3/3/16	REVISED AS PER COMMENTS	SMR

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	CARBON STEEL (NON-GALVANIZED AND NO-PRE-EXISTING COATINGS)	GALVANIZED AND ALUMINUM (NO PRE-EXISTING COATING)	CARBON STEEL, GALVANIZED AND ALUMINUM (WITH COATINGS PRESENT)	EXPOSED PVC, PLASTIC, AND OTHER NONMETALLIC ITEMS (DOES NOT INCLUDE COAX CABLE)
SURFACE PREPARATION	1. SHALL BE CLEANED TO SSPC-SP1 "SOLVENT CLEAN".	1. SHALL BE CLEANED TO SSPC-SP1 "SOLVENT CLEAN".	1. SHALL BE CLEANED TO SSPC-SP1 "SOLVENT CLEAN".	1. SHALL BE LIGHTLY ABRADED TO REMOVE ANY GLOSS AND IMPURITIES.
	2. SHALL BE PREPARED TO SSPC-SP11 "POWER TOOL TO BARE METAL" OR SSPC-SP7 "BRUSH BLAST".	2. SHALL BE PREPARED TO SSPC-SP11 "HAND TOOL CLEAN" OR SSPC-SP3 "POWER TOOL CLEAN".	2. SHALL BE PREPARED TO SSPC-SP11 "POWER TOOL TO BARE METAL" OR SSPC-SP7 "BRUSH BLAST".	2. SHALL BE CLEANED TO SSPC-SP1 "SOLVENT CLEAN"
	3. ALL PREPARED SURFACES SHALL ACHIEVE A MINIMUM SURFACE PROFILE OF 1 MILS OR THE MINIMUM STIPULATED BY THE COATINGS MANUFACTURE.	3. ALL PREPARED SURFACES SHALL ACHIEVE A MINIMUM SURFACE PROFILE OF 1 MIL OR THE MINIMUM STIPULATED BY THE COATINGS MANUFACTURE.	3. ALL PREPARED SURFACES SHALL ACHIEVE A MINIMUM SURFACE PROFILE OF 1 MILS OR THE MINIMUM STIPULATED BY THE COATINGS MANUFACTURE.	
	4. ALL ITEMS SHALL BE SSPC-SP1 "SOLVENT CLEAN" PRIOR TO THE APPLICATION OF ANY COATINGS.	4. ALL ITEMS SHALL BE SSPC-SP1 "SOLVENT CLEAN" PRIOR TO THE APPLICATION OF ANY COATINGS.	4. ALL ITEMS SHALL BE SSPC-SP1 "SOLVENT CLEAN" PRIOR TO THE APPLICATION OF ANY COATINGS.	
AMERON	1. PRIME COAT SHALL BE "AMERLOCK 400" APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS. AMERLOCK 2 CURE TO BE USED WHEN AIR TEMPERATURE IS 50 DEGREES OR BELOW.		1. PRIME COAT SHALL BE AMERLOCK 400 APPLIED AT A DRY FILM THICKNESS OF 3-5 MILS AND WILL BE OF CONTRASTING COLOR TO FINISH COAT.	
	2. INTERMEDIATE COAT SHALL BE "AMERLOCK 400" APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS. AMERLOCK 2 CURE TO BE USED WHEN AIR TEMPERATURE IS 50 DEGREES OR BELOW AND WILL BE OF CONTRASTING COLOR TO FINISH COAT.		2. FINISH COAT SHALL BE THE SAME TYPE OF COATING THAT IS PREEXISTING ON ADJACENT SURFACE. WHEN UNKNOWN, "AMERCOAT 450 H" SHALL BE USED. FINISH COAT SHALL BE APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS.	
	3. FINISH COAT SHALL BE THE SAME TYPE OF COATING THAT IS PREEXISTING ON ADJACENT. WHEN UNKNOWN, "AMERCOAT 450 H" SHALL BE USED. FINISH COAT SHALL BE APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS.		3. FINISH COAT COLOR SHALL MATCH THE COLOR OF THE ADJACENT SURFACE.	
	4. FINISH COAT COLOR SHALL MATCH THE COLOR OF THE ADJACENT SURFACE.			
TNEMEC	1. PRIME COAT SHALL BE "SERIES V27 TYPOXY" APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS AND WILL BE CONTRASTING COLOR TO FINISH COAT.		1. PRIME COAT SHALL BE "SERIES 115 UNI-BOND DF" APPLIED AT A DRY FILM THICKNESS OF 2-4 MILS AND WILL BE OF CONTRASTING COLOR TO FINISH COAT.	
	2. INTERMEDIATE COAT SHALL BE "SERIES V27 TYPOXY" APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS AND WILL BE CONTRASTING COLOR TO FINISH COAT.		2. FINISH COAT SHALL BE THE SAME TYPE OF COATING THAT IS PREEXISTING ON ADJACENT SURFACE. WHEN UNKNOWN, "SERIES 1029 ENDURATONE SATIN-GLOSS OR SERIES 1028 ENDURATONE SEMI-GLOSS" SHALL BE USED. FINISH COAT SHALL BE APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS.	
	3. FINISH COAT SHALL BE THE SAME TYPE OF COATING THAT IS PREEXISTING ON ADJACENT SURFACE. WHEN UNKNOWN, "SERIES 72 ENDURA-SHIELD" SHALL BE USED. FINISH COAT SHALL BE APPLIED AT A DRY FILM THICKNESS OF 2-3 MILS.		3. FINISH COAT COLOR SHALL MATCH THE COLOR OF THE ADJACENT SURFACE.	
	4. FINISH COAT COLOR SHALL MATCH THE COLOR OF THE ADJACENT SURFACE.			

1 WATER TANK COATING SPECIFICATIONS
SCALE: N.T.S.

Sa
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PROJECT:
NYNYNY0180
1035 FULASKI STREET
RIVERHEAD, NY 11901

DRAWING TITLE:
WATER TANK COATING SPECIFICATIONS

PROJECT NUMBER:
NYNYNY0180

NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
B	2/9/16	REVISED AS PER COMMENTS	RD
C	2/23/16	REVISED AS PER COMMENTS	RD
D	3/3/16	REVISED AS PER COMMENTS	SMR

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PROJECT:
NYNYNY0180
1035 PULASKI STREET
RIVERHEAD, NY 11901

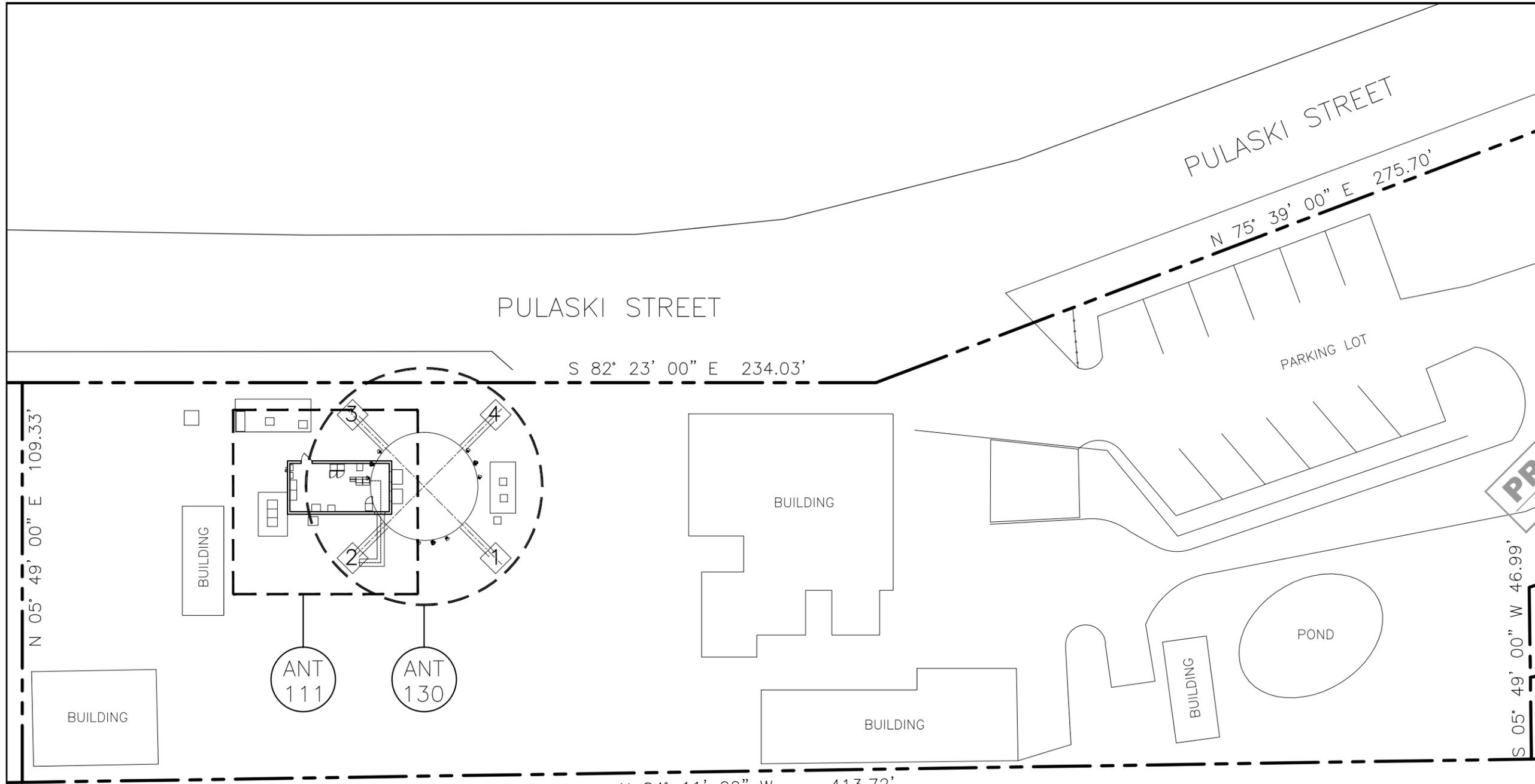
DRAWING TITLE:
PARTIAL SITE PLAN

PROJECT NUMBER:
NYNYNY0180

NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
B	2/9/16	REVISED AS PER COMMENTS	RD
C	2/23/16	REVISED AS PER COMMENTS	RD
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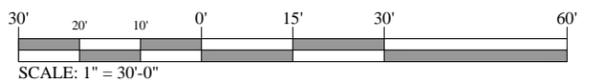
CHECKED BY: **CJW** SHEET NUMBER: **6 OF 19**

DRAWING NUMBER:
ANT-110.00



GENERAL NOTES
 1. THE SUBJECT PROPERTY IS KNOWN AS SECTION 124, BLOCK 1, LOT 27, AS SHOWN ON CURRENT MAP OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK STATE.
 2. PROPERTY BOUNDARY AND EXISTING FEATURES INFORMATION SHOWN WAS OBTAINED FROM A PLAN ENTITLED "SITE PLAN" BY INFINIGY ENGINEERING & SURVEYING, LICENSE #071096, DATED 10/23/09, AND SUPPLEMENTED BY LIMITED FIELD OBSERVATIONS BY SALIENT ARCHITECTS ON 9/18/15

1 PARTIAL SITE PLAN
 SCALE: 1"=30'-0"



24v DC POWER REQUIREMENTS
 MINIMUM NUMBER OF RECTIFIERS REQUIRED: 6
 NUMBER OF CURRENT RECTIFIERS: 8
 NUMBER OF RECTIFIERS BEING ADDED: 0
 MINIMUM NUMBER OF CONVERTERS REQUIRED: 4
 NUMBER OF CURRENT CONVERTERS: 3
 NUMBER OF CONVERTERS BEING ADDED: 1

NEW 100-d/e RRHs (SEE: 6/ANT-150) FASTENED TO NEW UNISTRUT WALL FRAME TO MATCH EXISTING (SEE: 1/ANT-150) NEW DC WIRING, FIBER CABLES & COAX CABLES ARE TO BE ROUTED ACROSS CEILING TO EXTERIOR CABLE ICE BRIDGE & ROUTED UP LEG 2 OF THE WATER TANK.

ADD (1) NEW -48v CONVERTER, & (9) NEW -48v BREAKERS, (6) 20a FOR 2300 WCS & 1900 B25, & (3) NEW 15a FOR 100d/e. NO NEW RECTIFIERS NEEDED.

ADD (2) NEW INDOOR FMB - ROSENBERGER MODEL # FB-SLFC5003-000-DB, AND (1) NEW RACK MOUNTED DC6.

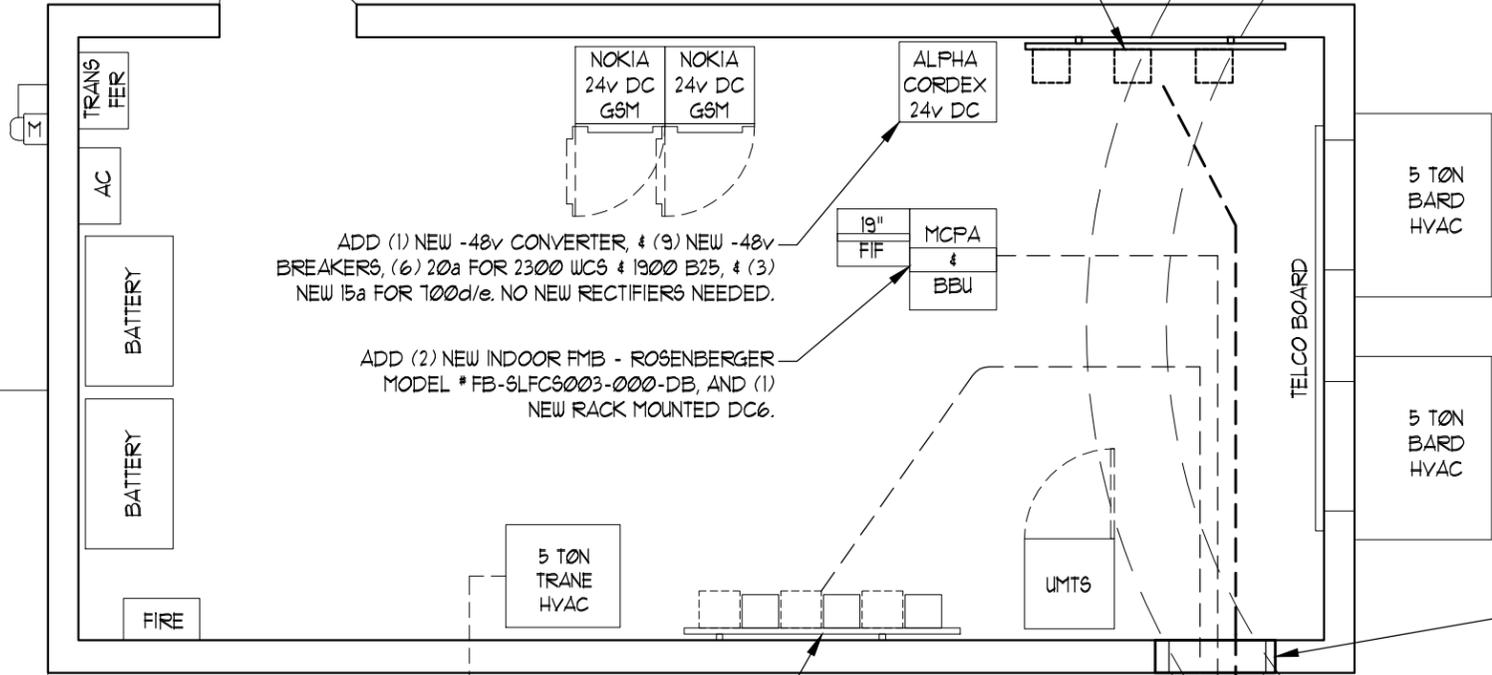
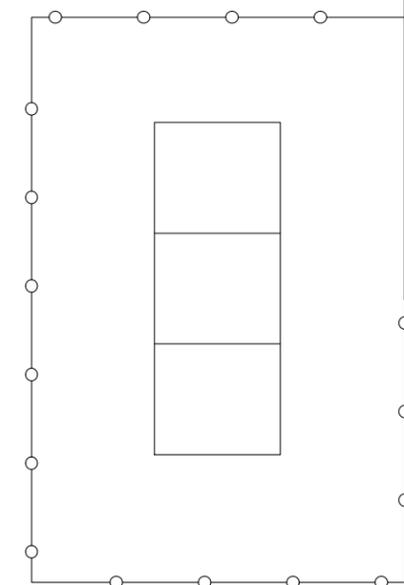
EXISTING 100 RRH(s) & 1900 RRH(s) TO BE REMOVED & REPLACED WITH 100-AT RRH(s) (SEE: 6/ANT-150) & 1900-B25 RRH(s) (SEE: 6/ANT-150) IN THE SAME LOCATIONS (SEE: 1/ANT-150) (REUSE EXISTING DC WIRE & FIBER CABLES)

INSTALL NEW CABLE TRAY ON EXISTING WATER TANK LEG #2 (SEE: ANT-152)

EXISTING WATER TANK (ABOVE)

INSTALL (1) NEW (18) PORT CABLE PORT (SEE: 1/ANT-153) INTO EXISTING EQUIPMENT SHELTER WALL, BELOW EXISTING CABLE PORT
 EXISTING WATER TANK CATWALK RAIL (ABOVE)

INSTALL (1) NEW DC/FIBER TRUNK & (18) NEW 1-5/8" COAX CABLES IN EXISTING ICE BRIDGE. INSTALL NEW SNAP-IN CLIPS & SUPPORTS AS REQUIRED.
 EXISTING ICE BRIDGE & COAX CABLES



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PROJECT:
NYNYNY0180
 1035 FULASKI STREET
 RIVERHEAD, NY 11901

DRAWING TITLE:
EQUIPMENT LAYOUT PLAN

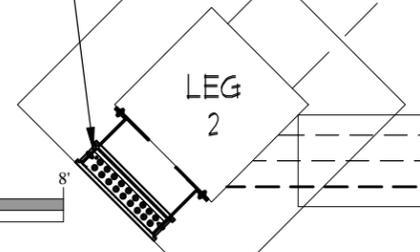
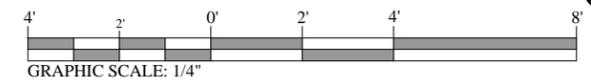
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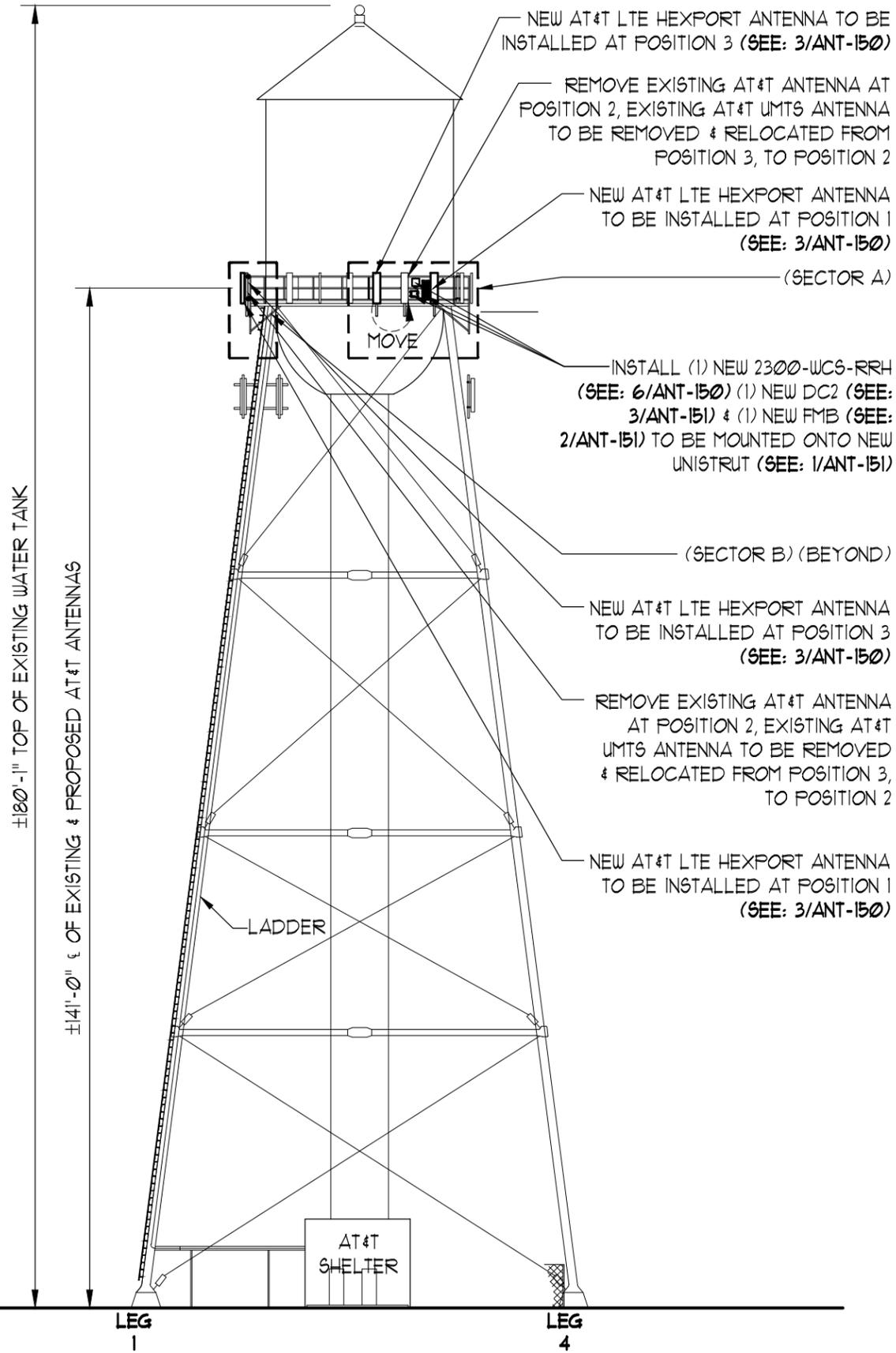
NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
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D	3/3/16	REVISED AS PER COMMENTS	SMR

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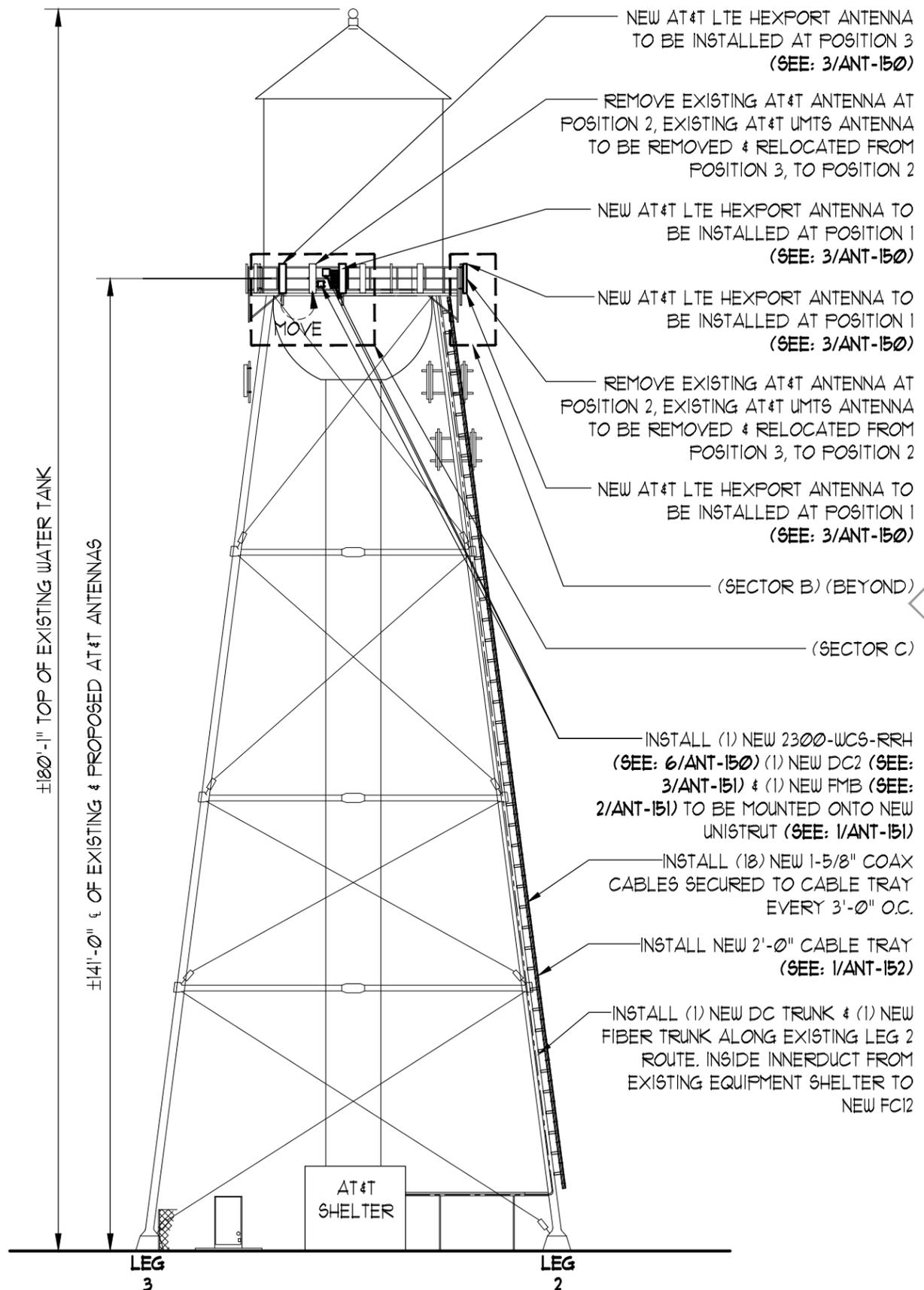
DRAWING NUMBER:
ANT-111.00

1 EQUIPMENT LAYOUT PLAN
 SCALE: 1/4"=1'-0"





1 WATER TANK ELEVATION (EAST VIEW)
SCALE: 1"=20'-0"



2 WATER TANK ELEVATION (WEST VIEW)
SCALE: 1"=20'-0"

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PROJECT:
NYNYNY0180
1035 PULASKI STREET
RIVERHEAD, NY 11901

DRAWING TITLE:
WATER TANK ELEVATION

PROJECT NUMBER:
NYNYNY0180

NO.	DATE	DESCRIPTION	INIT.
A	2/4/16	PRELIMINARY	RD
B	2/9/16	REVISED AS PER COMMENTS	RD
C	2/23/16	REVISED AS PER COMMENTS	RD
D	3/3/16	REVISED AS PER COMMENTS	SMR

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PROJECT:
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RIVERHEAD, NY 11901

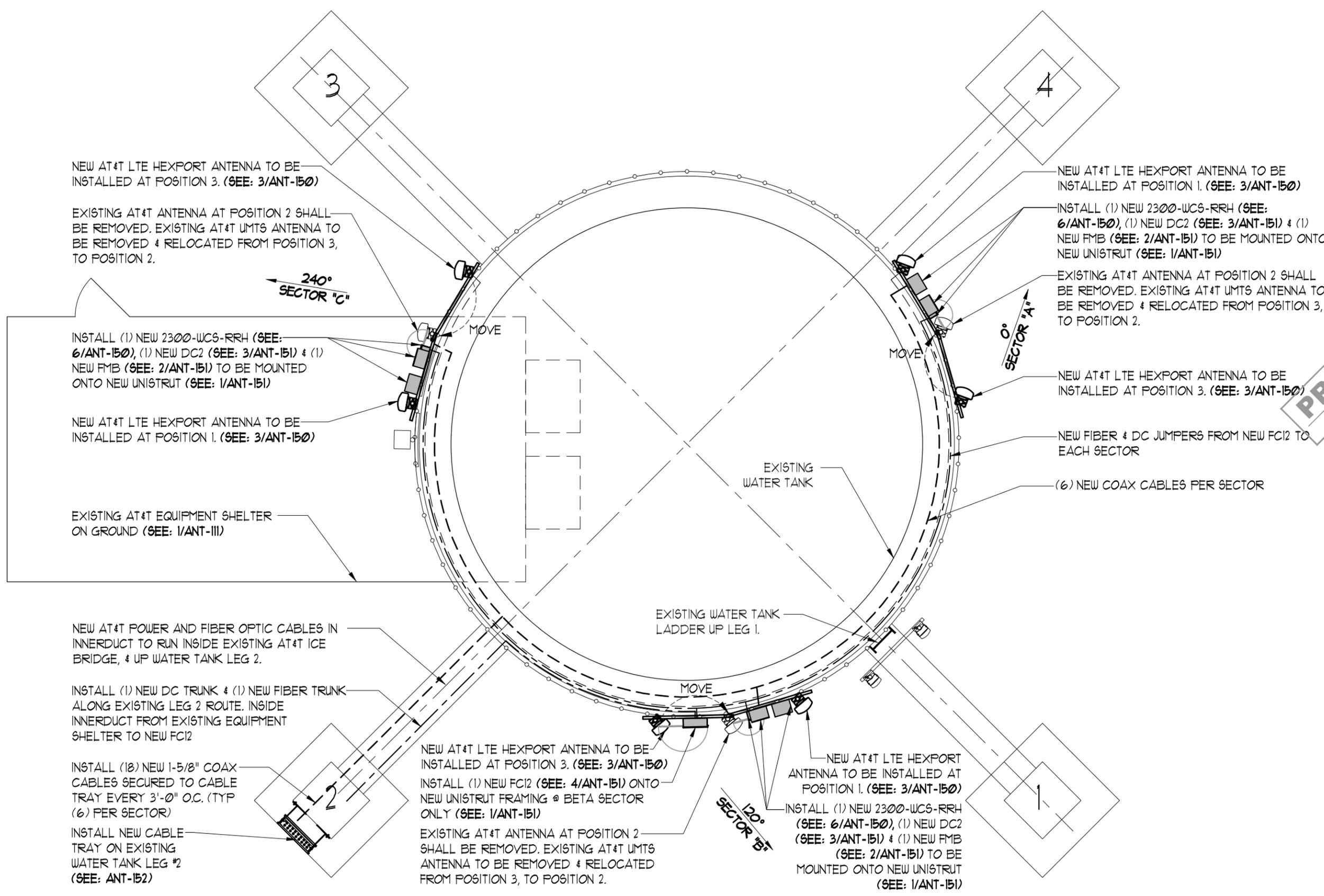
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WATER TANK PLAN

PROJECT NUMBER:
NYNYNY0180

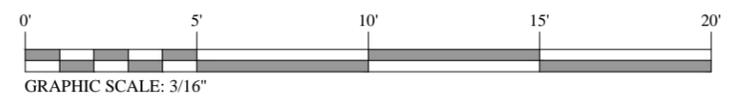
NO.	DATE	DESCRIPTION	INIT.
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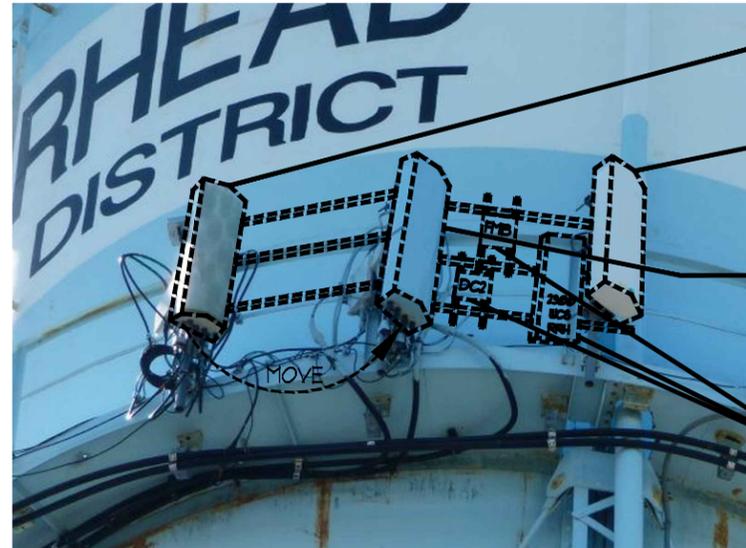
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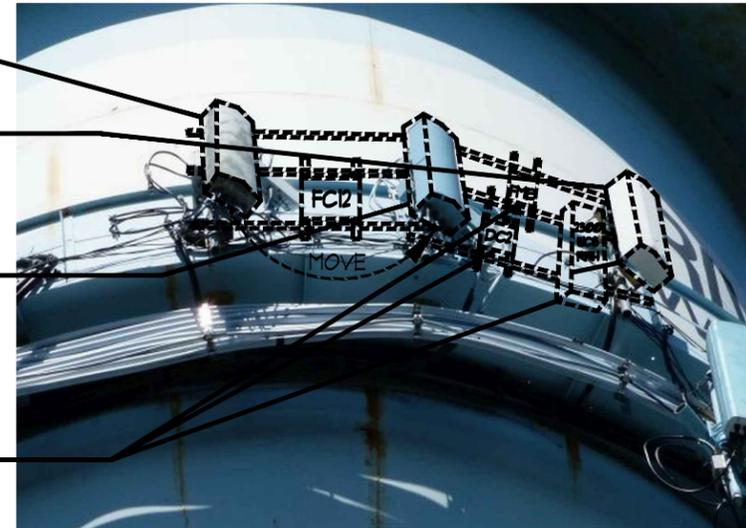
1 WATER TANK, ANTENNA PLAN
3/16" = 1'-0"





1 ALPHA SECTOR PHOTO
SCALE: N.T.S.

- NEW AT&T LTE HEXPORT ANTENNA TO BE INSTALLED AT POSITION 3. (SEE: 3/ANT-150)
- NEW AT&T LTE HEXPORT ANTENNA TO BE INSTALLED AT POSITION 3. (SEE: 3/ANT-150)
- EXISTING AT&T UMS ANTENNA TO BE REMOVED & RELOCATED FROM POSITION 3, TO POSITION 2
- INSTALL (1) NEW 2300-WCS-RRH (SEE: 6/ANT-150), (1) NEW DC2 (SEE: 3/ANT-151) & (1) NEW FMB (SEE: 2/ANT-151) TO BE MOUNTED ONTO NEW UNISTRUT (SEE: 1/ANT-151)



2 BETA SECTOR PHOTO
SCALE: N.T.S.



3 GAMMA SECTOR PHOTO
SCALE: N.T.S.

- NEW AT&T LTE HEXPORT ANTENNA TO BE INSTALLED AT POSITION 3. (SEE: 3/ANT-150)
- EXISTING AT&T UMS ANTENNA TO BE REMOVED & RELOCATED FROM POSITION 3, TO POSITION 2
- NEW AT&T LTE HEXPORT ANTENNA TO BE INSTALLED AT POSITION 3. (SEE: 3/ANT-150)
- INSTALL (1) NEW 2300-WCS-RRH (SEE: 6/ANT-150), (1) NEW DC2 (SEE: 3/ANT-151) & (1) NEW FMB (SEE: 2/ANT-151) TO BE MOUNTED ONTO NEW UNISTRUT (SEE: 1/ANT-151)

- EXISTING 1900 RRH TO BE REMOVED & REPLACED WITH NEW 1900 B25 RRH (SEE: 6/ANT-150). DC & FIBER CABLES TO BE REUSED (TYP OF 3) (SEE: 1/ANT-150)
- EXISTING RRH UNISTRUT WALL FRAME, CONTRACTOR TO CONSTRUCT SIMILAR ON OPPOSITE WALL (SEE: 1/ANT-150)
- EXISTING 100 RRH TO BE REMOVED & REPLACED WITH NEW 100-AT RRH (SEE: 6/ANT-150), DC & FIBER CABLES TO BE REUSED (TYP OF 3) (SEE: 1/ANT-150)



4 EXISTING RRH UNISTRUT WALL FRAME
SCALE: N.T.S.

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PROJECT:
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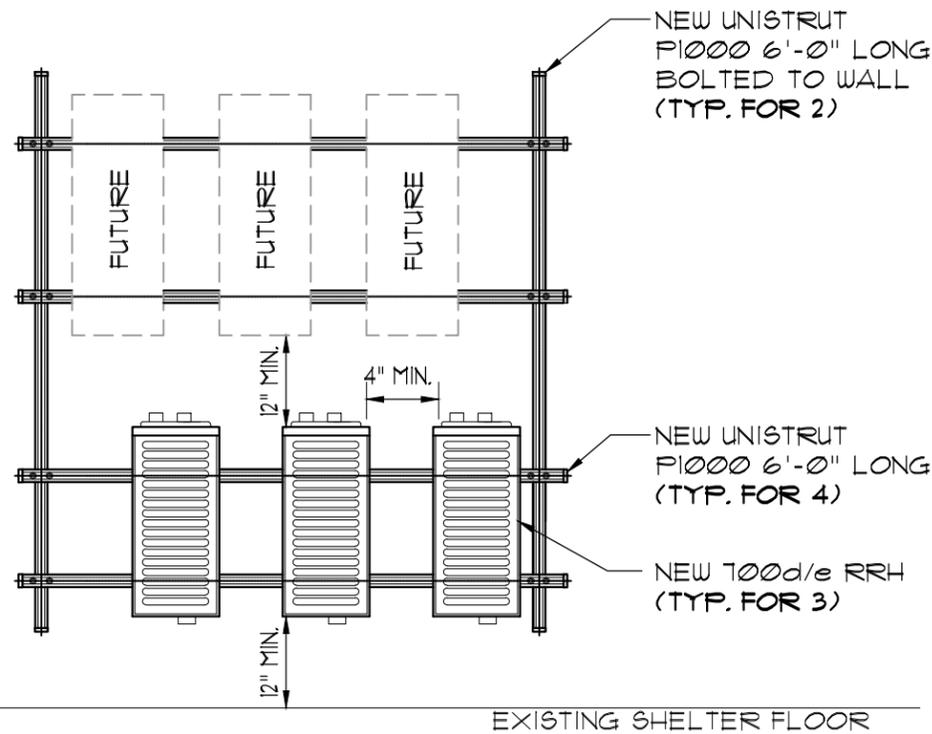
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SECTOR PHOTOS

PROJECT NUMBER:
NYNYNY0180

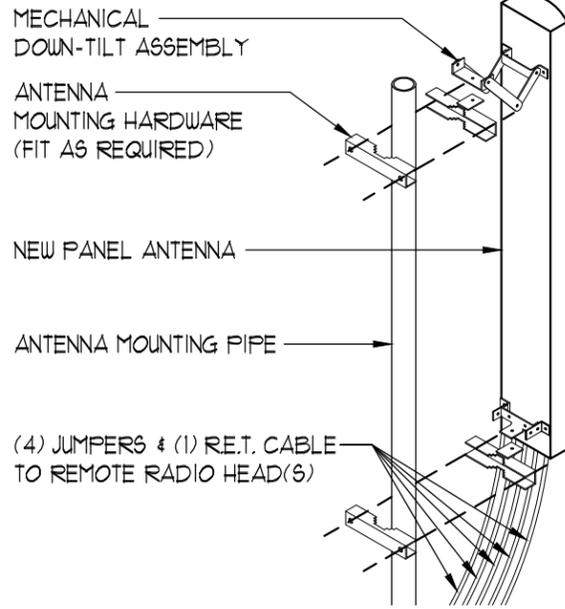
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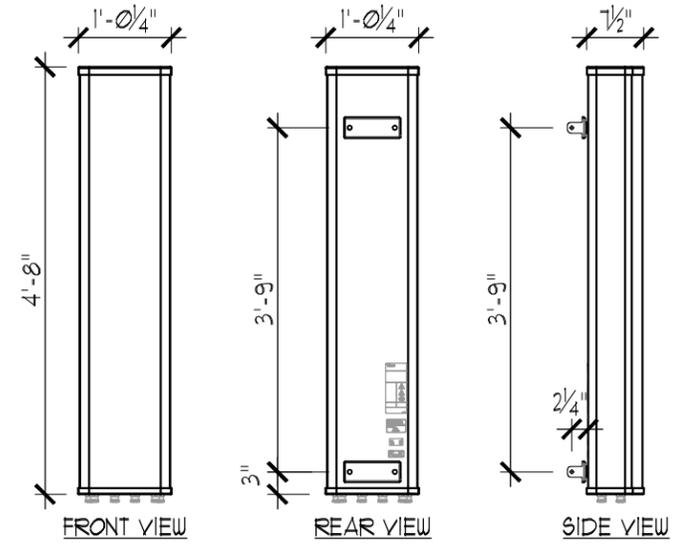


1 WALL MOUNTED RRH FRAME
SCALE: 1/2" = 1'-0"



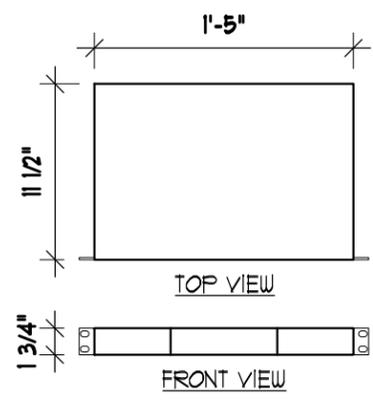
2 ANTENNA MOUNTING DETAIL
SCALE: 1/2" = 1'-0"

ANTENNA MODEL INFO:
MANUFACTURER: COMMSCOPE
MODEL NO: 6BNHH-ID65A
LENGTH: 55.6" WIDTH: 11.9"
DEPTH: 7.1" WEIGHT: 33.5 LBS



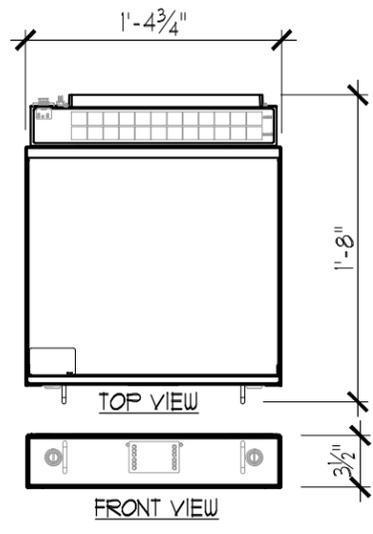
3 ANTENNA DETAIL
SCALE: 1/2" = 1'-0"

MODEL INFO:
MANUFACTURER: ROSENBERGER
MODEL NO: FB-9LFC5003-000-DB
MOUNTING: 19" RACK INSTALLATION
LENGTH: 11-1/2" WIDTH: 17"
DEPTH: 1-3/4" WEIGHT: 92 LBS.



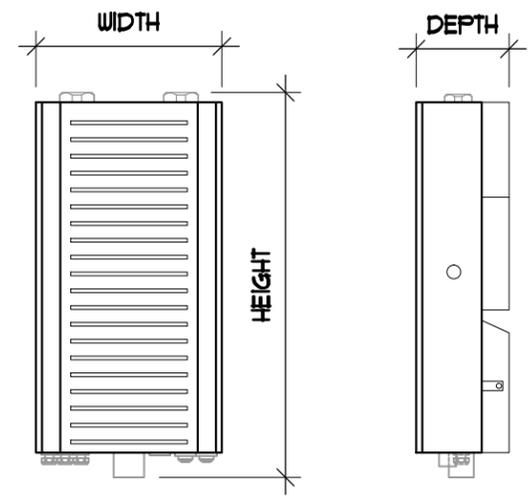
4 INDOOR FIBER MANAGEMENT BOX SPECIFICATIONS
SCALE: 1" = 1'-0"

MODEL INFO:
MANUFACTURER: RAYCAP
MODEL NO: DC6-48-60-RM
DC SURGE PROTECTOR
LENGTH: 20.10" WIDTH: 16.80"
HEIGHT: 3.40" WEIGHT: 38 LBS.



5 INDOOR DC6 SURGE SUPPRESSION TRAY SPECIFICATIONS
SCALE: 1" = 1'-0"

ALCATEL-LUCENT RRH DIMENSIONS & WEIGHT:
2300 WCS: WIDTH: 12" DEPTH: 31.5" HEIGHT: 31.5" WT: 70 Lbs
1900 B25: WIDTH: 12" DEPTH: 7.2" HEIGHT: 21.2" WT: 52 Lbs
100d/e: WIDTH: 11.4" DEPTH: 6.1" HEIGHT: 24.8" WT: 52 Lbs
100 AT: WIDTH: 12.2" DEPTH: 6.1" HEIGHT: 25.2" WT: 53 Lbs



6 RRH REMOTE RADIO HEAD SPECIFICATIONS
SCALE: 1" = 1'-0"

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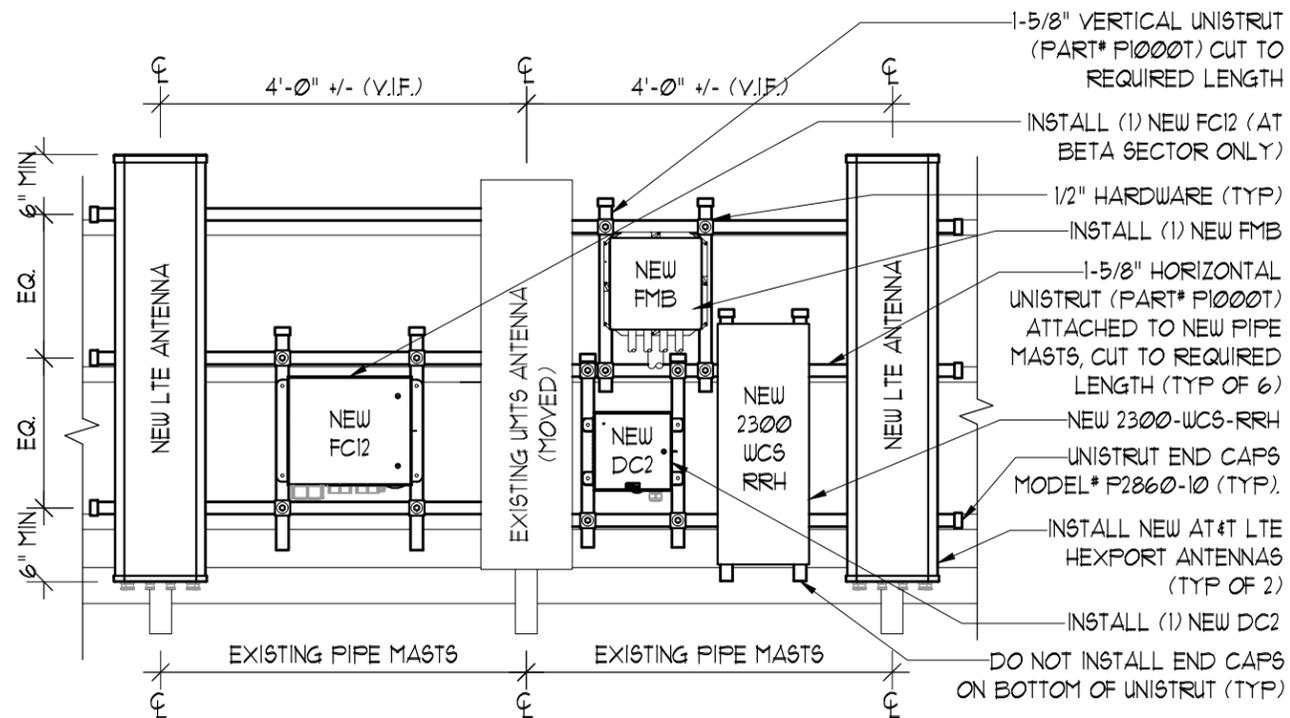
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EQUIPMENT SPECIFICATIONS

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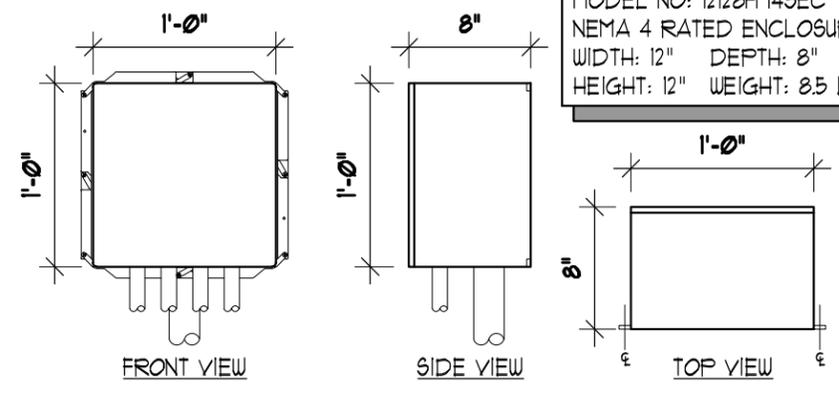
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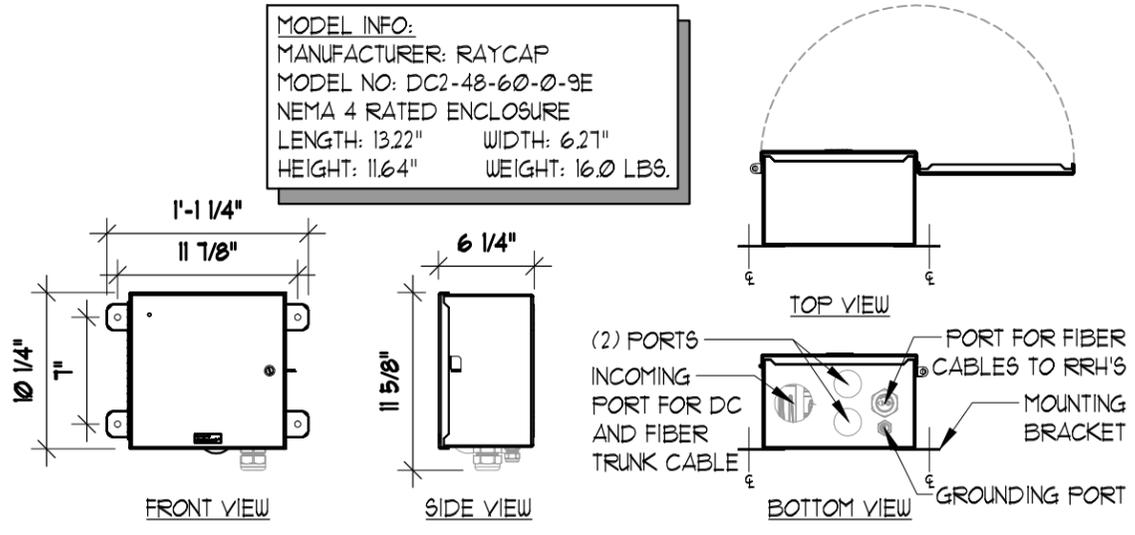


MODEL INFO:
 MANUFACTURER: J SOURCE
 MODEL NO: 12128FM49EC
 NEMA 4 RATED ENCLOSURE
 WIDTH: 12" DEPTH: 8"
 HEIGHT: 12" WEIGHT: 8.5 LBS.

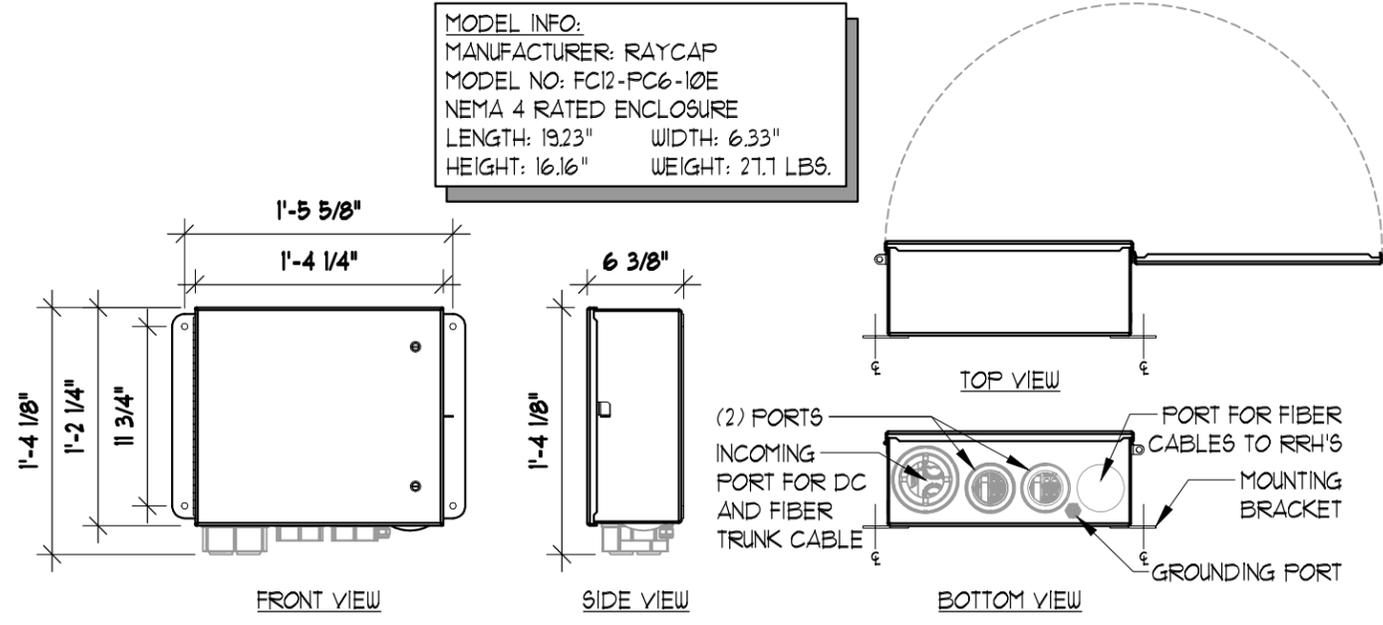


1 EQUIPMENT LAYOUT @ ANTENNA SECTORS (TYP)
 SCALE: 1/2" = 1'-0"

3 FIBER MANAGEMENT BOX SPECIFICATIONS @ ANTENNA SECTOR
 SCALE: 1" = 1'-0"



2 DC2 SURGE SUPPRESSION BOX SPECIFICATIONS
 SCALE: 1" = 1'-0"



4 FC12 SURGE SUPPRESSION BOX SPECIFICATIONS
 SCALE: 1" = 1'-0"

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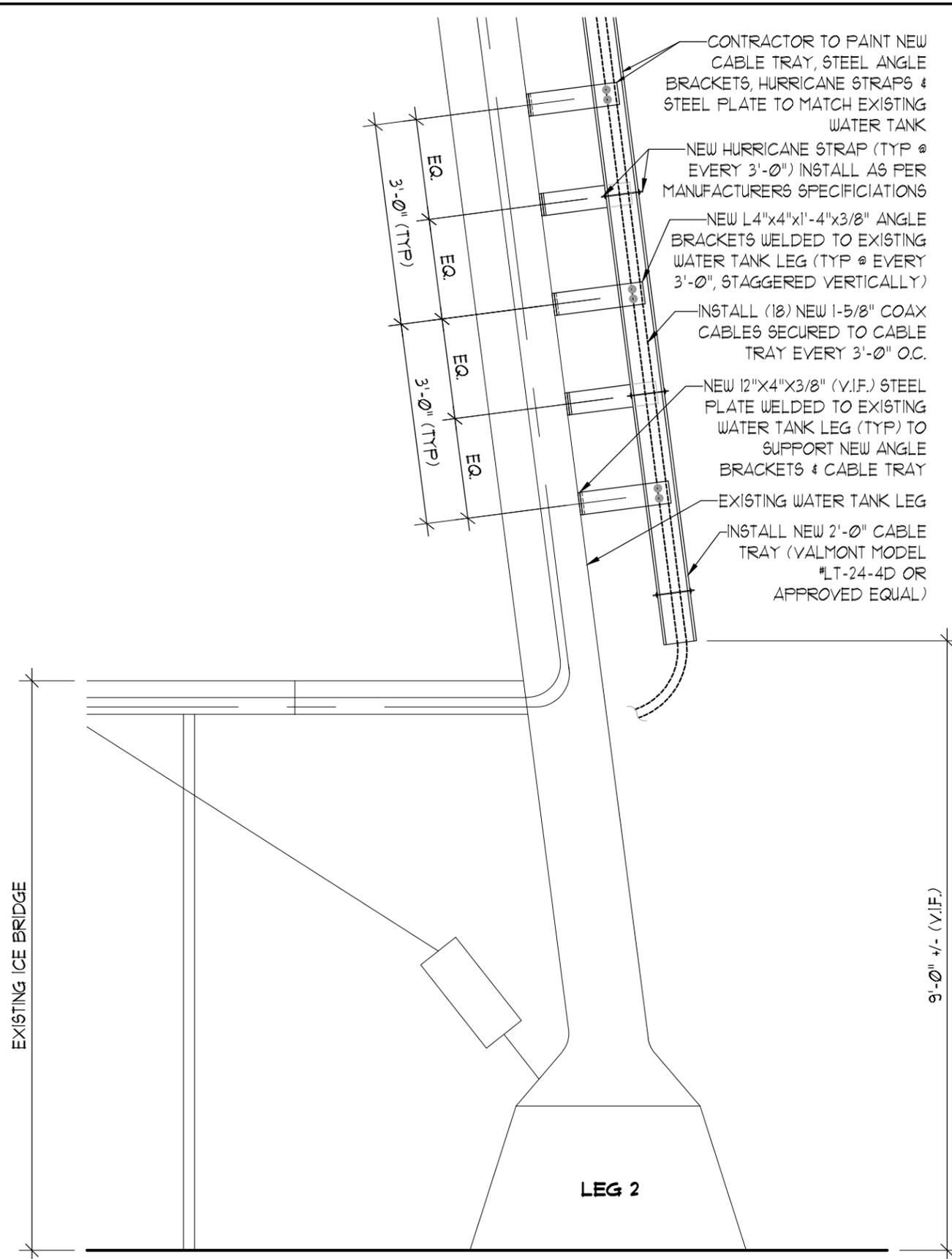
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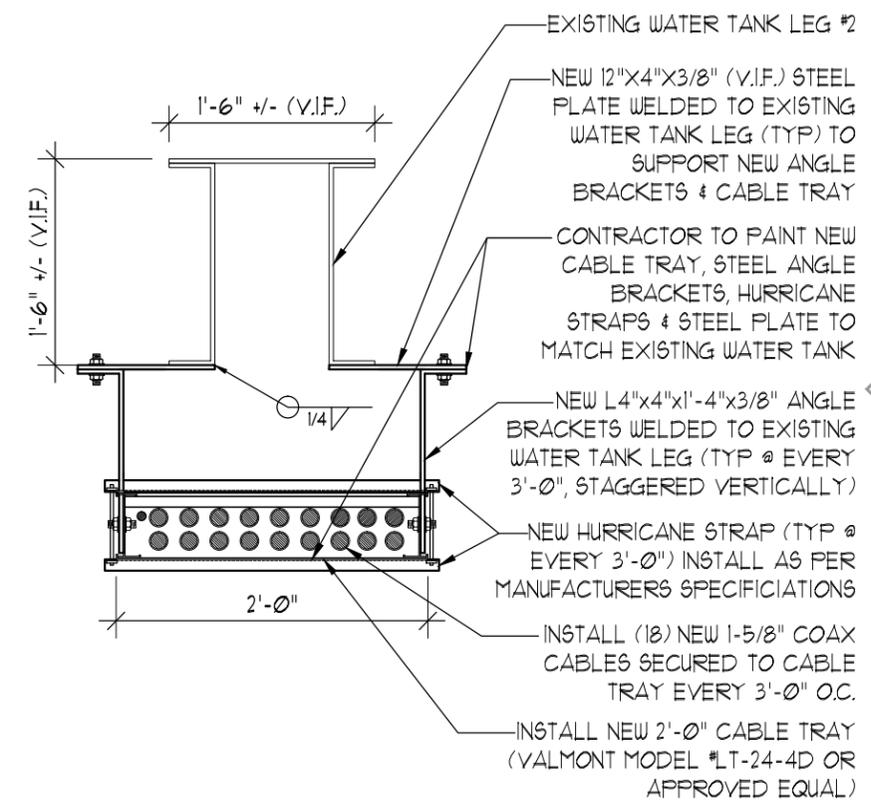
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1 **CABLE TRAY DETAIL**
SCALE: 1/2" = 1'-0"



2 **CABLE TRAY ON WATER TANK LEG**
SCALE: 3/4" = 1'-0"

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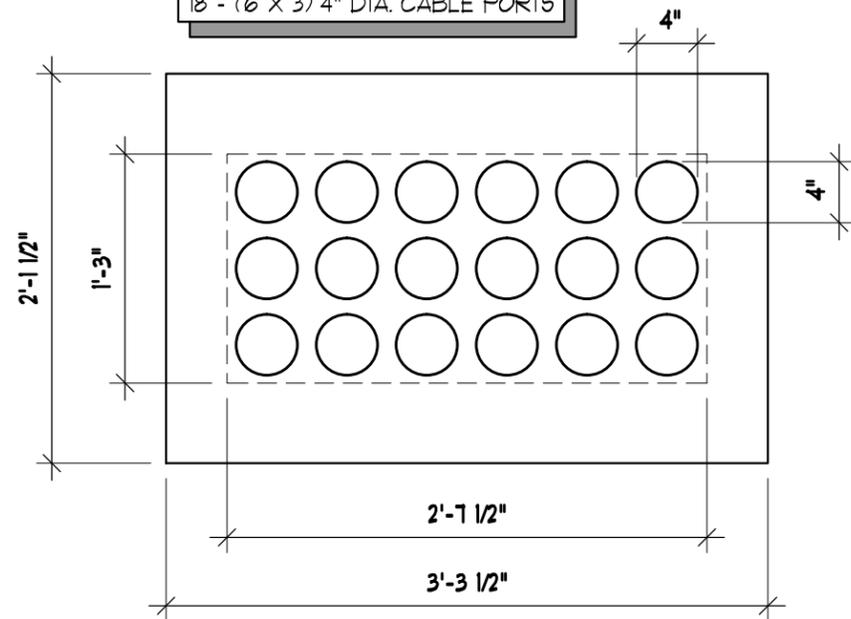
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DRAWING NUMBER:
ANT-152.00

MODEL INFO:
 MANUFACTURER: VALMONT
 MODEL NO: E1333
 OVERALL SIZE:
 LENGTH: 39.5" HEIGHT: 25.5"
 WALL OPENING:
 LENGTH: 31.5" HEIGHT: 15"
 18 - (6 X 3) 4" DIA. CABLE PORTS



1

CABLE PORT SPECIFICATIONS

SCALE: 1" = 1'-0"

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EQUIPMENT SPECIFICATIONS

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DESIGN CRITERIA

ELECTRIC: PROVIDE AND INSTALL A 208V, 3P OR 240V, 1P, 3 WIRE CIRCUIT FROM A RELIABLE SOURCE TO THE COMMUNICATION CABINET. THIS SOURCE SHALL BE LOCKED ON WITH A CB LOCK. THE CONTRACTOR SHALL PROVIDE 20 SPARE FUSES WHEREVER A FUSED DISCONNECT IS REQUIRED. THE CONTRACTOR SHALL VERIFY (BEFORE ANY CONSTRUCTION IS STARTED) THAT THE POWER SOURCE IS BETWEEN 208V AND 240V LINE TO LINE. IF IT IS NOT BETWEEN THE SPECIFIED VOLTAGE, THEN CALL THE ARCHITECT.

UTILITY METER: IF A UTILITY METER IS SPECIFIED ON THE DRAWINGS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY INSPECTIONS, CUT-IN CARDS, ETC., THAT ARE REQUIRED TO SET THE METER. THE CONTRACTOR SHALL MEET WITH THE UTILITY COMPANY TO VERIFY METER AND TAP LOCATION PRIOR TO INSTALLATION. THE ARCHITECT BEGINS THE PAPERWORK WITH THE VARIOUS UTILITY COMPANIES AND CAN PROVIDE THE ELECTRICAL DETAILERS NAME AND PHONE NUMBER. CONTACT THE ARCHITECT FOR UTILITY RELATED QUESTIONS. IF TEMPORARY POWER IS REQUIRED, ALL NEC AND/OR LOCAL ELECTRIC CODES SHALL BE ADHERED TO. CONTACT PROJECT MANAGER PRIOR TO MAKING TEMPORARY POWER CONNECTIONS.

CONDUIT ROUTING: THE ROUTING OF THE CONDUIT SHALL BE SUCH THAT THE EASIEST AND MOST PRACTICAL METHODS ARE USED WITHOUT IMPACTING THE BUILDING OWNER AND THE AESTHETIC APPEAL OF THE BUILDING. BECAUSE THE WORK BEING DONE IS IN EXISTING STRUCTURES, IT IS IMPOSSIBLE TO SHOW EVERY JUNCTION BOX, LB, CONDUIT BEND, ETC. IN A TWO DIMENSIONAL PLAN. IT IS FOR THIS REASON THAT THE CONTRACTOR MUST VISIT THE SITE BEFORE ACCEPTING THE OFFER AND UNDERSTAND THE TRUE INSTALLATION OBSTACLES THAT ARE UNIQUE TO THAT BUILDING.

EQUIPMENT: ALL PANELS, DISCONNECTS, AND EQUIPMENT SHALL BE SQUARED UNLESS DIRECTED OTHERWISE FROM THE ARCHITECT OR PROJECT MANAGER.

SYMBOLS

IDENTIFIER	DESCRIPTION
	SAFETY SWITCH
	PANEL BOARD
	ELECTRICAL WIRING (TURNING UP)
	ELECTRICAL WIRING (TURNING DOWN)
	ELECTRIC METER
	COMMUNICATIONS CABINET
	BACKBOARD
	RECEPTACLE
	NEW UTILITY POLE
	EXISTING UTILITY POLE
	MASTER GROUND BAR
	INSULATED GROUND BAR
	UNINSULATED GROUND BAR

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RIVERHEAD, NY 11901

DRAWING TITLE:

GENERAL INFORMATION

PROJECT NUMBER:

NYNYNY0180

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15 OF 19

DRAWING NUMBER:

E-100.00

WIRING METHODS

GENERAL: ALL WIRING IN FINISHED AREAS SHALL BE CONCEALED UNLESS NOTED OTHERWISE. IN UNFINISHED AREAS SUCH AS BASEMENTS, MECHANICAL ROOMS, ELECTRICAL CLOSETS, ETC. WIRING SHALL BE ROUTED ON THE INTERIOR SURFACE. NO WIRING SHALL BE ROUTED ON THE OUTSIDE SURFACES OF THE BUILDING UNLESS SPECIFICALLY NOTED. ALL NEC AND LOCAL ELECTRIC CODES SHALL BE ADHERED TO. ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE NOTED.

CONDUCTORS IN DIRECT BURIED SCHEDULE 80 PVC CONDUITS THAT ARE BURIED UNDER EARTH THAT HAVE HEAVY VEHICLE TRAFFIC OVER IT SHALL BE ENCASED IN CONCRETE. CONCRETE ENCASEMENT SHALL BE 3" MINIMUM ALL AROUND AND BETWEEN CONDUITS. ALL ELBOWS USED WITH PVC CONDUIT SHALL BE SCHEDULE 80 PVC. ALL CONDUIT INSTALLED ABOVE FINISHED GRADE SHALL BE SCHEDULE 80 PVC. PRIOR TO EXCAVATION, A UTILITY MARK OUT SHALL BE DONE TO LOCATE EXISTING UNDERGROUND UTILITIES. PICTURES SHALL BE TAKEN OF ALL UNDERGROUND WORK TO BE VIEWED AT THE PUNCH LIST.

INDOORS (UNCLASSIFIED AREAS): ALL FEEDERS SHALL CONSIST OF PULLED CONDUCTORS IN EMT. ALL BRANCH CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN EMT, EXCEPT 15 AND 20 AMPERE 1 POLE LIGHTING RECEPTACLE, OR MISCELLANEOUS BRANCH CIRCUITS CONCEALED ABOVE SUSPENDED CEILINGS OR WITHIN DRY WALLS SHALL CONSIST OF TYPE MC METAL CLAD CABLE IF ALLOWED BY CODE. CONNECTIONS TO COMMUNICATION CABINETS AND VIBRATING EQUIPMENT SHALL CONSIST OF PULLED CONDUCTORS IN FLEXIBLE METALLIC CONDUIT, MAXIMUM 3' IN LENGTH.

OUTDOORS OR INDOORS CLASSIFIED 'DAMP' OR 'WET' LOCATION: ALL FEEDERS AND BRANCH CIRCUITS SHALL CONSIST OF PULLED CONDUCTORS IN RGS CONDUIT CONNECTIONS TO COMMUNICATION CABINET AND VIBRATING EQUIPMENT SHALL CONSIST OF PULLED CONDUCTORS IN LIQUID TIGHT FLEXIBLE STEEL CONDUIT, MAXIMUM 3' IN LENGTH.

ABBREVIATIONS & LABELS

ABBREVIATIONS & LABELS	
AFF	ABOVE FINISHED FLOOR
AGF	ABOVE GROUND FLOOR
AWG	AMERICAN WIRE GAUGE
C	CONDUIT
CB	CIRCUIT BREAKER
EMT	ELECTRICAL METALLIC TUBING
GND	GROUND
MC	METAL CLAD CABLE
MCB	MAIN CIRCUIT BREAKER
MDP	MAIN DISTRIBUTION PANEL
MGB	MASTER GROUND BAR
MLO	MAIN LUGS ONLY
N	NEUTRAL
NEC	NATIONAL ELECTRIC CODE
PNL	PANEL
PP	POWER PANEL
PVC	POLYVINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL
WP	WEATHERPROOF

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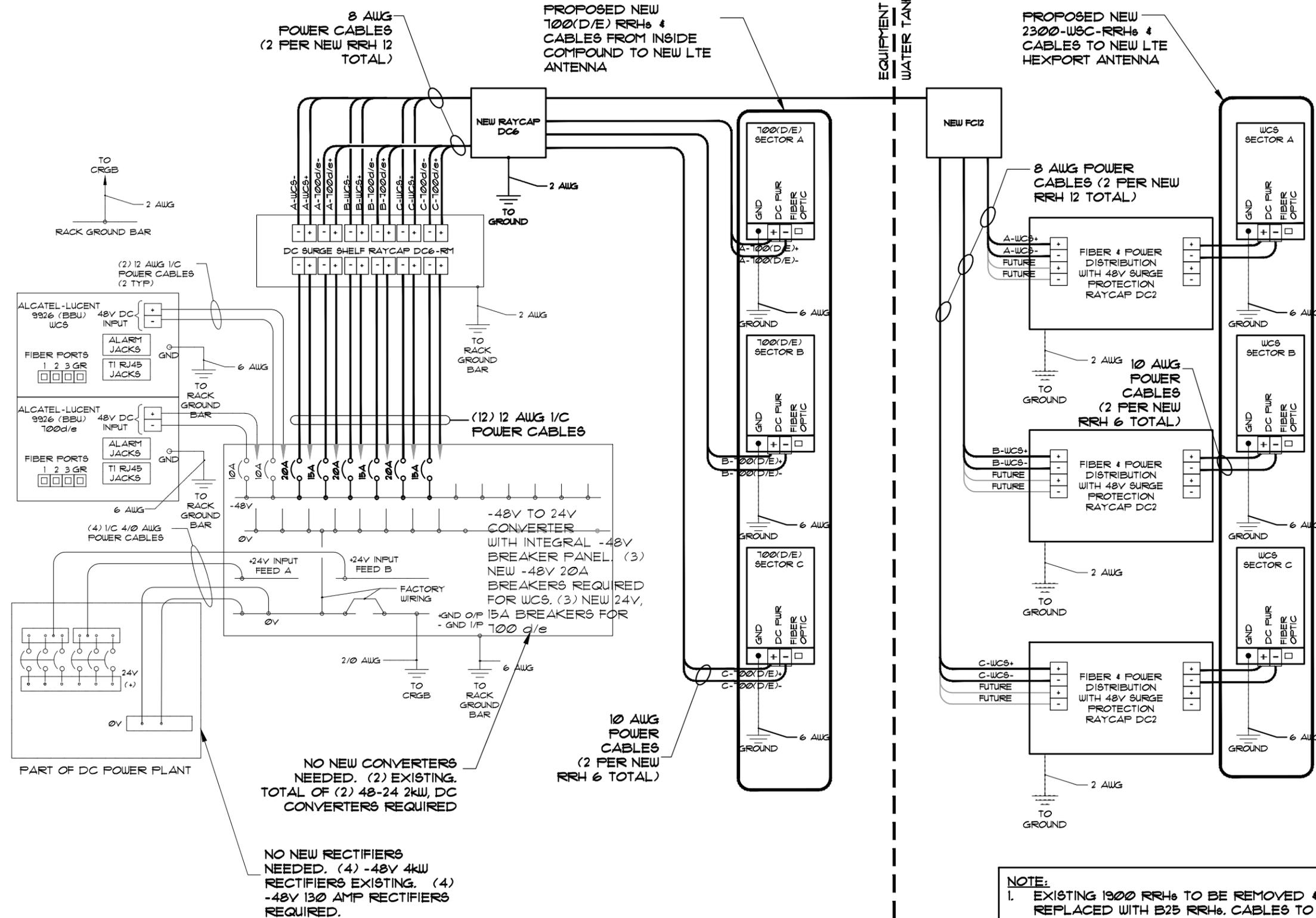
DRAWING TITLE:
ELECTRICAL DETAILS

PROJECT NUMBER:
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1 RRH ELECTRICAL RISER DIAGRAM
 SCALE: N.T.S.

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EQUIPMENT SHELTER
 WATER TANK

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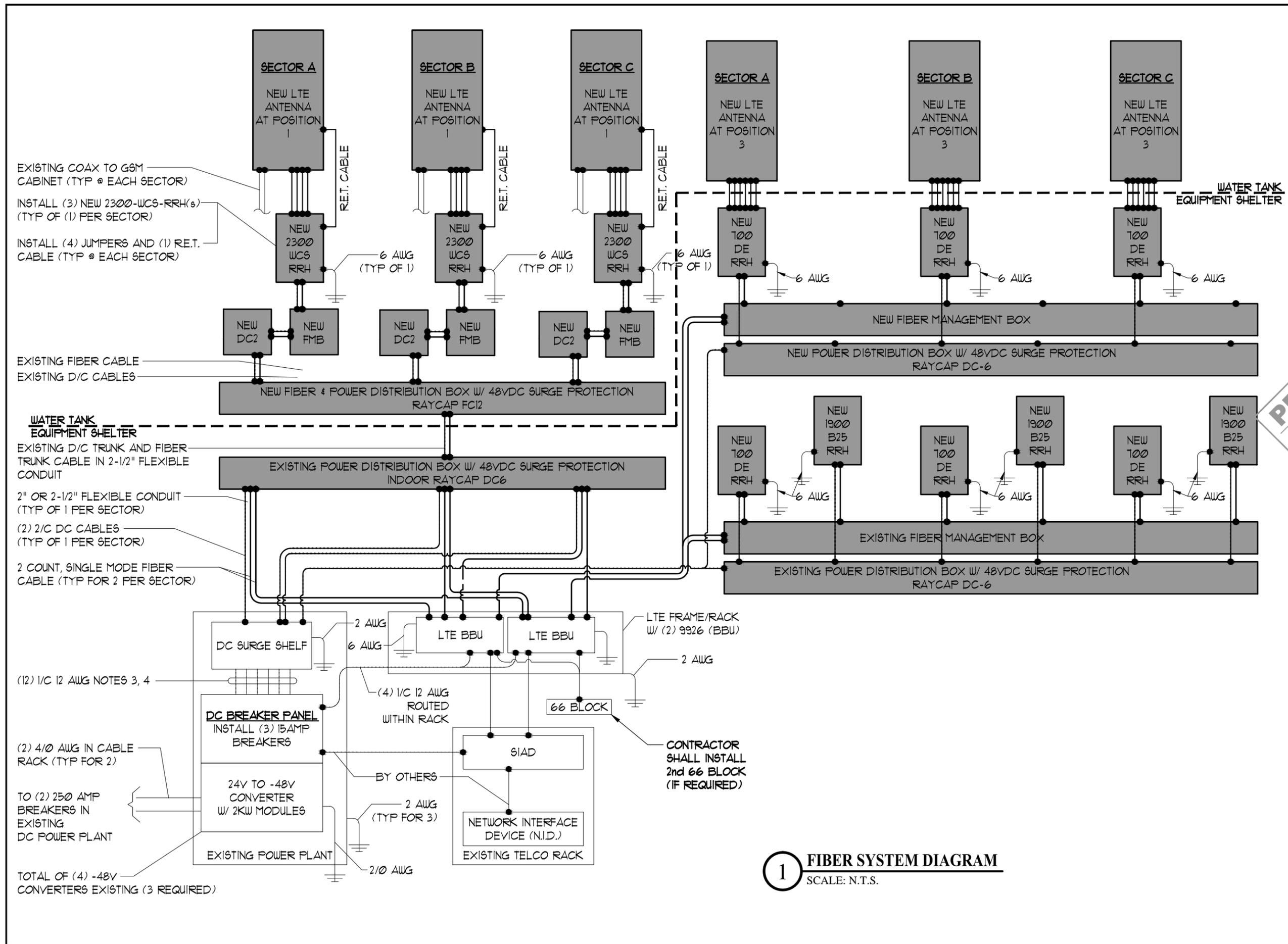
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FIBER DETAILS

PROJECT NUMBER:
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1 FIBER SYSTEM DIAGRAM
SCALE: N.T.S.

EXISTING COAX TO GSM CABINET (TYP @ EACH SECTOR)
INSTALL (3) NEW 2300-WCS-RRH(s) (TYP OF (1) PER SECTOR)
INSTALL (4) JUMPERS AND (1) RET. CABLE (TYP @ EACH SECTOR)

EXISTING FIBER CABLE
EXISTING D/C CABLES

WATER TANK EQUIPMENT SHELTER
EXISTING D/C TRUNK AND FIBER TRUNK CABLE IN 2-1/2" FLEXIBLE CONDUIT
2" OR 2-1/2" FLEXIBLE CONDUIT (TYP OF 1 PER SECTOR)
(2) 2/C DC CABLES (TYP OF 1 PER SECTOR)
2 COUNT, SINGLE MODE FIBER CABLE (TYP FOR 2 PER SECTOR)

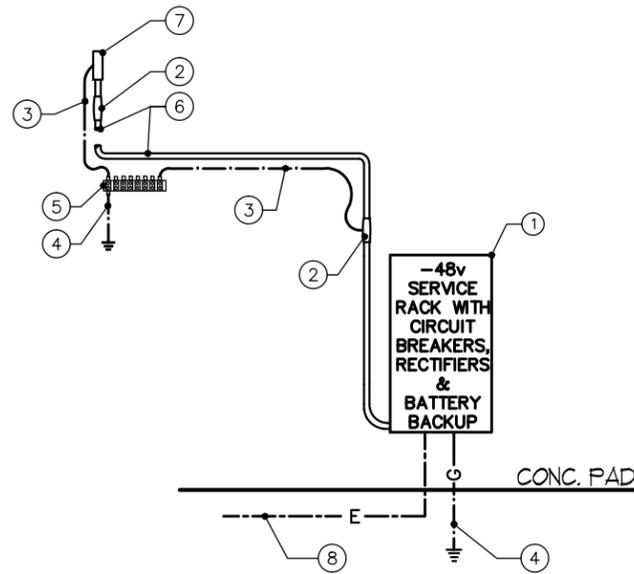
(12) 1/2 12 AWG NOTES 3, 4

(2) 4/0 AWG IN CABLE RACK (TYP FOR 2)

TO (2) 250 AMP BREAKERS IN EXISTING DC POWER PLANT

TOTAL OF (4) -48V CONVERTERS EXISTING (3 REQUIRED)

CONTRACTOR SHALL INSTALL 2nd 66 BLOCK (IF REQUIRED)

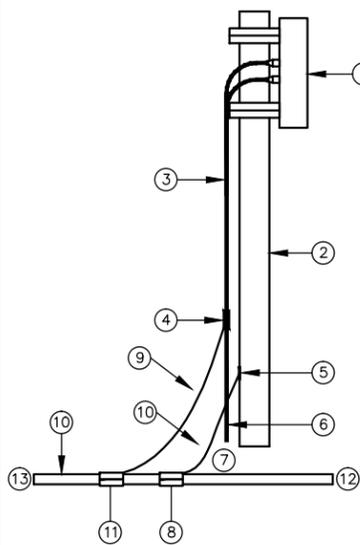


- ① EQUIPMENT RACK
- ② COAXIAL CABLE GROUNDING KIT
#6 AWG GREEN INSULATED STRANDED
- ③ #8 AWG SOLID GROUND WIRE TO MASTER GROUND BAR
- ④ 3 #4/0 THW, 1 #6 GW, 2 1/2" C
- ⑤ MASTER GROUND BAR
- ⑥ GROUND WIRE POWER & FIBER CABLES
- ⑦ NEW RRH
- ⑧ TO EXISTING POWER SUPPLY

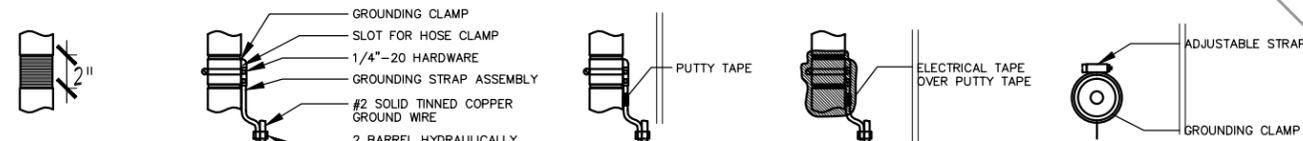
① GROUNDING - EQUIPMENT & RRH ONE-LINE DIAGRAM
N.T.S.

KEY NOTES FOR RRH GROUNDING DETAIL:

- ① NEW RRH
- ② MAST
- ③ JUMPER (TYPICAL FOR 2)
- ④ REFER TO GROUNDING KIT DETAIL, DO NOT INSTALL ON BENDS (TYPICAL FOR 2)
- ⑤ CADWELDED TYPE "V8"
- ⑥ HIGHBRED CABLE TO COMMUNICATION CABINET
- ⑧ 2 BARREL HYDRAULICALLY COMPRESSED CONNECTION PANDUIT CATALOG #CTAP-2-2X
- ⑨ 6 INTEGRAL GROUND CONDUCTOR FROM GROUNDING KIT TO #2 SOLID
- ⑩ 2 SOLID TINNED COPPER GROUNDING CONDUCTOR 8" MINIMUM RADIUS
- ⑪ BARREL HYDRAULICALLY COMPRESSED CONNECTION PANDUIT CATALOG #CTAP-2-4Q
- ⑫ TO NEXT RRH
- ⑬ TO MASTER GROUND BAR



② RRH GROUNDING
N.T.S.



INSTALLATION:

- 1- CUT AND REMOVE A 2" SECTION OF CABLE JACKET SHOWN IN FIGURE 1. USE CARE NOT TO GOUGE OR CRUSH THE CABLE.
- 2- CLEAN THE EXPOSED SURFACE OF THE OUTER CONDUCTOR WITH BRONZE OR STEEL WOOL UNTIL THE SURFACE IS CLEAN AND BRIGHT. ALSO CLEAN 1" OF THE JACKET EACH SIDE OF THE CUT SURFACE WITH A CLEAN CLOTH.
- 3- WRAP THE COPPER GROUNDING CLAMP AROUND THE EXPOSED OUTER CONDUCTOR. SECURE THE GROUNDING CLAMP WITH THE STAINLESS STEEL HOSE CLAMP AS SHOWN IN FIGURE #2 AND #5.
- 4- ATTACH THE TWO HOLE GROUNDING LUG TO THE CABLE GROUNDING CLAMP W/ #4" - 20 HARDWARE. (SEE FIGURE 2)
- 5- CLEAN THE SURFACE THOROUGHLY WHERE THE SINGLE HOLE GROUNDING LUG IS TO BE CONNECTED. THE GROUNDING SURFACE MUST BE CLEAN OF ANY PAINT, GREASE, RUST OR OXIDATION FOR A GOOD ELECTRICAL CONTACT. THE GROUNDING SURFACE SHOULD BE A METAL TOWER MEMBER OR DOWN CONDUCTOR LOCATED BELOW THE GROUNDING CLAMP. THE GROUNDING WIRE SHOULD BE RUN STRAIGHT DOWN - NO DRIP LOOP. (SEE FIGURE 2)
- 6- BOLT THE GROUNDING LUG ONTO THE PREPARED SURFACE W/ A #6" - 16 HARDWARE. AFTER TIGHTENING, PAINT THE GROUNDING LUG AND SURROUNDING AREA WITH A ZINC BASED CORROSION CONTROL PAINT.
- 7- WRAP THE GROUNDING LUG AND WIRE AT THE CLAMP ASSEMBLY WITH SEVERAL TURNS OF PUTTY TAPE AS SHOWN IN FIGURE 3. FORM THE PUTTY BY HAND AROUND THE LUG. WRAP THE REMAINDER OF THE PUTTY AROUND THE ENTIRE GROUNDING CLAMP AND LUG, INCLUDING ONE INCH OF CABLE JACKET ON EACH SIDE OF THE CLAMP. FORM THE PUTTY AROUND THE GROUNDING CLAMP AND JACKET BY HAND TO ASSURE A WEATHERPROOF SEAL. SEE FIGURE 4. TO COMPLETE WEATHERPROOFING, APPLY ELECTRICAL TAPE OVER THE PUTTY COVERED CONNECTION. OVERLAP EACH TURN, STRETCHING THE TAPE SLIGHTLY WHILE APPLYING FIRST TWO LAYERS AND LIGHTLY WRAPPING THE LAST TWO LAYERS. COMPRESS THE WRAPPINGS WITH BOTH HANDS TO INSURE COMPLETE CONTACT WITH ALL LAYERS OF TAPE.

③ RRH GROUNDING DETAILS
N.T.S.

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PROJECT:
NYNYNY0180
1035 FULASKI STREET
RIVERHEAD, NY 11901

DRAWING TITLE:
**BTS RISER DIAGRAM
BTS GROUNDING PLAN**

PROJECT NUMBER:
NYNYNY0180

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Exhibit "2"
TOWN OF RIVERHEAD WATER DISTRICT
UPGRADE PROTOCOL

Initial written submission of LESSEE's proposed equipment upgrades must be addressed directly to the Town of Riverhead Water District (RWD) at 1035 Pulaski Street, Riverhead, New York 11901.

A. All equipment upgrade submissions must comply with the Town of Riverhead Building, Planning and Zoning Codes (CODE).

B. The initial submission ("Initial Submission") must include:

(1) Copy of existing As-Built on file with LESSEE, encompassing the telecommunications equipment including make and model numbers and specifications that will be upgraded or changed in some manner;

(2) Drawings showing proposed equipment upgrades, including make and model numbers and specifications, or changes and a detailed written scope of work including plans and specifications describing the proposed equipment upgrades or changes ("Scope of Work" SOW); and,

(3) Estimated construction schedule, detailing length of time for LESSEE to perform construction work.

C. Upon review of the Initial Submission by the RWD, the LESSOR may make reasonable written requests for additional related documentation and/or modifications.

D. Upon receipt of aforementioned written request, LESSEE shall supply any additional related documentation and/or make modifications to the Initial Submission as reasonably requested by the LESSOR.

A "Final Submittal" shall be made by LESSEE to the LESSOR in the same manner described for the Initial Submission in subparagraph B. (1). The Final Submittal shall include:

I. Final plans and specifications for the proposed equipment changes, and a revised SOW, if different from what was provided in the Initial Submission;

II. A Radio-frequency (RF) emissions report by a licensed engineer or other qualified professional, if LESSEE's proposed upgrades or changes include the addition of new antennas on the Pulaski Street Water Tank to show compliance with any existing equipment and FCC regulations regarding RF emissions;

III. Final construction schedule, detailing the length of time for LESSEE to perform the proposed work ("Construction Schedule");

Cell Site No. NYNYNY0118
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A deposit made payable to the RIVERHEAD WATER DISTRICT in an amount not to exceed five thousand (\$5,000.000) DOLLARS to cover all reasonable costs related to the proposed work, including but not limited to, Town of Riverhead or RWD expenses incurred for the review of the drawings and Scope of Work by LESSOR Engineer(s) and any related supervision or inspection fees, regardless of whether the proposed upgrades or changes will involve the work on the antenna facility be it a water tower or monopole, the ground space or both. LESSOR shall only access such deposit pursuant to the terms set forth in Section O below;

IV. If, after review, LESSOR or LESSOR'S engineer determines that the proposed upgrade will impact the structural integrity of the tank or monopole, an appropriate engineering study will be undertaken. LESSOR must provide LESSEE with a written explanation from LESSOR explaining the reasons for the structural integrity study. The reasonable costs of the structural integrity study shall be paid by the LESSEE. The study shall be performed by an engineer selected by LESSOR.

Should the proposed upgrades require additional ground space or tank area or additional antenna or any other equipment to be added, a rent increase must be negotiated which is acceptable to LESSOR and LESSEE and shall be paid in addition to rental rates under the agreement between the parties.

E. Following the Final Submittal, the LESSOR and LESSEE will cooperate with each other in finalizing any further changes or modifications agreed upon by both parties.

F. LESSOR's consent and/or approval of the proposed equipment upgrades or changes shall not be unreasonably withheld, conditioned, delayed or denied, provided however that LESSOR may withhold approval and/or consent in the event that LESSEE's request covers changes, alterations, or modifications that LESSEE has no existing right under any license or lease agreement. This upgrade protocol does not grant any additional rights to LESSEE beyond those contained in the Lease Agreement.

G. When the Final Submission is approved by the LESSOR and/or LESSOR'S agent(s), a written Notice to Proceed will be issued by LESSOR (RWD). The Notice to Proceed will set forth the name, phone number and email address of the agent or representative of the LESSOR who LESSEE should contact to coordinate the approved work and access to the site for same.

H. Upon the receipt of the Notice to Proceed by the LESSEE, the LESSEE shall provide the LESSOR's aforementioned agent or representative with a letter on LESSEE's letterhead of all contractors/subcontractors who will be performing all aspects of the approved work.

I. LESSEE, and/or LESSEE'S contractor/subcontractor, shall provide proof of the following applicable insurance(s) and shall submit proof of insurance on the forms annexed hereto as APPENDIX A:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

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- a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, residential projects (if applicable) and personal and advertising injury.
 - c) Contractor, Owner and all other parties who Contractor is required to name as additional insureds by any contract, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent or broader coverage to the additional insureds. The coverage provided to the additional insureds under the policy issued to the Subcontractor shall be at least as broad as the coverage provided to the Subcontractor under the policy. Coverage for the additional insureds shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e) CGL coverage shall not have a residential exclusion.
- 2) Automobile Liability
- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.
- 3) Commercial Umbrella
- a) Umbrella limits must be at least \$10,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

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- 4) Workers Compensation and Employers Liability
 - a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

- 5) The subcontractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Contractor. Each such insurance policy, except the Worker's Compensation Policy, shall include the Owner and the Contractor as an additional insured.

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement and a copy of the applicable Other Insurance clause that is part of the Subcontractor's Commercial General Liability Policy.

These certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor. A copy of the entire Commercial General Liability policy shall be submitted to the Contractor when requested.

In addition to the above insurance requirements, if any of LESSEE'S agents and/or representatives (including contractors/subcontractors) will need to climb the tank located at LESSOR'S property, the following documents are to be submitted **PRIOR TO** any work scheduled or performed by LESSEE at LESSOR'S premises:

1. Authorization on LESSEE'S letterhead with the name, address, contact person and telephone contact information of LESSEE'S authorized subcontractor performing the work;
2. Photo ID for all contractors/subcontractors and their employees who will be on site;
3. Current Climbing certificates/certifications for any person climbing the tank(s);
4. All emergency procedures and written safety plans;
5. Executed Hold Safe and Harmless Agreement (APPENDIX B).

- J. LESSEE shall confirm **in writing** the date and time that LESSEE and its agents and representatives will perform the upgrade work and the names of the LESSEE'S **authorized** agents and/or representatives (**including contractors and sub-contractors of LESSEE**) who will be entering the property to perform/supervise the work. Prior to accessing the Property to perform the upgrade work the LESSEE shall provide a minimum of 48 hours prior notice, by contacting the LESSOR agent/representative referenced in subParagraph (8), at the phone number and email address provided. The LESSOR agent/representative will be reasonably available by phone during normal business hours and will not unreasonably delay LESSEE's ability to access the property to perform the upgrade work.

Once LESSEE has notified the LESSOR as indicated above, the LESSOR will provide access to LESSEE in furtherance of the Notice to Proceed, within 48 hours.

- K. The LESSOR, its Engineer and/or tank inspector may be on site to inspect the work and confirm compliance with the Notice to Proceed. Reasonable costs of inspection shall be paid by the LESSEE within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing such costs.
- L. The upgrade work shall take place during normal business hours (Monday through Friday 8:00 a.m. to 4:30 p.m.). No upgrade work shall be permitted on weekends or Town of Riverhead recognized holidays. Notwithstanding the foregoing, the LESSOR will consider permitting work on weekends, holidays or outside of the aforementioned normal business hours, provided LESSEE agrees to the full reimbursement for any actual, reasonable expenses associated with the time spent by LESSOR's employees monitoring such work, such expenses to be paid within thirty (30) days of receipt of an invoice together with reasonable supporting documentation evidencing such expenses.
- M. Should the LESSEE's presence at the site exceed three and one-half days (8 hours per day) per calendar year, they shall fully reimburse the Riverhead **Water District** as set forth in this Agreement.
- N. Absent unforeseen and/or extenuating circumstances, LESSEE shall have sixty (60) calendar days to complete construction/upgrades after the work has started. Construction will be deemed started when physical work at the site begins by LESSEE.
- O. Upon the substantial completion of the work, LESSEE shall submit to LESSOR written notice indicating the substantial completion of the upgrades or changes to allow the LESSOR to schedule an engineering inspection. Within thirty (30) days of the LESSOR's receipt of LESSEE's written notice of substantial completion, the LESSOR shall submit to LESSEE a written acceptance of the work by the RWD or a reasonable punch list of items to be completed and/or addressed. Punch list items must be directly related to the LESSEE's recently performed upgrades or changes and construction shall be deemed complete if a punch list is not submitted within the thirty (30) day period. LESSEE shall use reasonable efforts to complete all punch list items within thirty (30) days of the receipt of the punch list. If the items on the punch list are not completed within said thirty (30) days, LESSOR shall, upon ten (10) days' notice to LESSEE, have the option of

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completing such items at LESSEE's expense, provided that LESSOR itemizes to LESSEE all reasonable expenditures incurred and LESSEE has not completed same following the ten (10) days' notice.

- P. Once all work has been approved by LESSOR or its Engineer, LESSEE shall submit at its cost and expense, (a) New As-Built drawings by an engineer or architect licensed in New York, if the upgrade modifications are substantial, or new As-Built addendum report by an engineer or architect licensed in New York to reflect minor upgrade modifications. (b) Color photographs of the completed work.
- Q. The LESSOR shall submit a final, detailed bill to LESSEE detailing the time and work reasonably performed, within sixty (60) days after LESSEE's completion of the work, which bill is not expected to exceed the Deposit. LESSOR may use the Deposit to pay such final bill. Should the bill be more than the Deposit, LESSEE shall pay same within thirty (30) days after receipt of an invoice and supporting documentation explaining the additional time and work required. Should the bill be less than the Deposit, a refund shall be made within sixty (60) days thereafter.
- R. This Agreement is only applicable to work where LESSEE seeks to upgrade or modify its existing equipment installation. It does not apply to: (i) maintenance and/or repair work of any existing equipment, (ii) replacement of existing equipment with like kind or similar equipment, (iii) any changes made within any base station equipment or shelter, and/or (iv) replacement of broken or non-functioning equipment within LESSEE's premises.
- S. To the extent that any proposed upgrade work at the site is relatively minor and has little impact on the site, the parties may mutually waive some or all of the formalities of the above referenced Upgrade Protocol.

Cell Site No. NYNYNY0118
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APPENDIX A

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																					
PRODUCER Vendor/Subcontractors Broker	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Subs broker</td> </tr> <tr> <td>PHONE:</td> <td>FAX:</td> </tr> <tr> <td>EMAIL:</td> <td>STATE:</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE:</td> </tr> <tr> <td colspan="2">INSURER A: Corresponds with Insr Ltr column below</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C1:</td> </tr> <tr> <td colspan="2">INSURER C2:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Subs broker		PHONE:	FAX:	EMAIL:	STATE:	INSURER(S) AFFORDING COVERAGE:		INSURER A: Corresponds with Insr Ltr column below		INSURER B:		INSURER C1:		INSURER C2:		INSURER E:		INSURER F:	
CONTACT NAME: Subs broker																					
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INSURER A: Corresponds with Insr Ltr column below																					
INSURER B:																					
INSURER C1:																					
INSURER C2:																					
INSURER E:																					
INSURER F:																					
INSURED Subcontractor - Name and Adress must match																					
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																					
INSR LTR	TYPE OF INSURANCE	LIMITS																			
A	<input checked="" type="checkbox"/> CONVENTIONAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN. AGGREGATE LIMIT POLICIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. YEAR <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>AGGREGATE LIMITS PER POLICY PERIOD</td> <td>\$ 1,000,000</td> </tr> <tr> <td>MED EXP (ANY OR OCCUR)</td> <td>\$ 10,000</td> </tr> <tr> <td>PERSONAL & AUTO INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCER - COMBOP AGG</td> <td>\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE LIMITS PER POLICY PERIOD	\$ 1,000,000	MED EXP (ANY OR OCCUR)	\$ 10,000	PERSONAL & AUTO INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCER - COMBOP AGG	\$ 2,000,000							
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per Person)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per Accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per Occurrence)</td> <td>\$</td> </tr> </table>	COMBINED SINGLE LIMIT	\$ 1,000,000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE (Per Occurrence)	\$											
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BODILY INJURY (Per Accident)	\$																				
PROPERTY DAMAGE (Per Occurrence)	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 10,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>\$ 10,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000															
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER OR PART OF THE EXECUTIVE OFFICER/OWNER EXCLUSION? (Mandatory in NY) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, describe any characteristics of OPERATOR'S (S)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PER STATUTE</td> <td>EMP LTR</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	EMP LTR	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000											
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, A-11 Insral Excludes Schedule, may be attached if more space is required)																					
<p>The Town of Riverhead and the Riverhead Water District, its officers, agent, servants and employees, are named as additional insured on a primary and non-contributory basis for General Liability, Automobile Liability and Umbrella/Excess liability including completed operations. A waiver of subrogation in favor of The The Town is included for the General Liability, Automobile Liability and Workers Compensation. Endorsements are attached. There are no exclusions pertaining to employees of any tier on any liability policy. Broad form contractual liability is included. 30 Day Notice of Cancellation to the The Town of Riverhead is included for all policies. New York Workers Compensation is included.</p>																					
CERTIFICATE HOLDER Town of Riverhead Riverhead Water District 1035 Pulaski Street Riverhead NY 11901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED																				

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ACORD 25 (2014/01)

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Cell Site No. NYNYNY0118
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
Market: NYC/NNJ

Project Code: Riverhead

Address: 1035 Pulaski St, Riverhead, NY 11901

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The Town of Riverhead and The Riverhead Water District, its officer, agent, servants and employees.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Cell Site No. NYNYN0118
Cell Site Name: CN180/RIVERHEAD
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Address: 1035 Pulaski St, Riverhead, NY 11901

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: The Town of Riverhead and The Riverhead Water District, its officer, agents, servants and employees on a primary and non-contributory basis.</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added.

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Cell Site No. NYNYNY0118
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*ALL DATES MUST MATCH ACORD 25 Certificates

AGENCY CUSTOMER ID: ABCCO-1

		NEW YORK CONSTRUCTION		DATE (MM/DD/YYYY) (MM/DD/YY)
		CERTIFICATE OF LIABILITY INSURANCE ADDENDUM		
THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.				
AGENCY Construction Agent		NAMED INSURED AEC Contracting		
POLICY NUMBER GL policy #	EFFECTIVE DATE GL eff	CARRIER GL Carrier	NAIC CODE GL-NATC	
ADDENDUM INFORMATION CERTIFICATE NUMBER: Acord 25 Certificate# REVISION NUMBER: If Applicable				
A. Insurer <input type="checkbox"/> Admitted / authorized <input type="checkbox"/> Excess line or free trade zone				
B. General Liability (GL) policy form <input checked="" type="checkbox"/> ISO / ISO modified <input type="checkbox"/> Other (If Other is checked - subs policy must be reviewed)				
C. Specific operations excluded or restricted (GL policy) (there should be no limitations) <input type="checkbox"/> Location: _____ <input type="checkbox"/> Type of construction: _____ <input type="checkbox"/> Building height: _____ <input type="checkbox"/> Classifications [see attached declarations / endorsement] <input type="checkbox"/> Designated work [see attached endorsement]				
D. Additional insured endorsement (GL policy) (Endorsements need to name Town of Riverhead, et al.) <input checked="" type="checkbox"/> CG 20 10 <input type="checkbox"/> CG 20 26 <input type="checkbox"/> CG 20 32 <input type="checkbox"/> CG 20 33 <input checked="" type="checkbox"/> CG 20 37 <input type="checkbox"/> CG 20 38 <input type="checkbox"/> Other: # _____ Title: _____				
E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No and <input type="checkbox"/> no other option is available with this insurer				
F. Additional insured will receive advance notice if insurer cancels (GL policy) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No and <input type="checkbox"/> no other option is available with this insurer				
G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted <input type="checkbox"/> Yes and <input type="checkbox"/> no other option is available with this insurer <input checked="" type="checkbox"/> No changes made				
H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy) <input type="checkbox"/> Yes and <input type="checkbox"/> no other option is available with this insurer <input checked="" type="checkbox"/> No changes made				
I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation) <input type="checkbox"/> Yes and <input type="checkbox"/> no other option is available with this insurer <input checked="" type="checkbox"/> No changes made				

ACORD 255 NY (2014/03)

Attach to ACORD 25

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Cell Site No. NYNYNY0118
Cell Site Name: CN180/RIVERHEAD
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Market: NYC/NNJ

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Address: 1035 Pulaski St, Riverhead, NY 11901

AGENCY CUSTOMER ID: ABCCO - 1

ADDENDUM INFORMATION (continued)

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)
 Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)
 Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted
 Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds
 Yes, by specific policy provision or Yes, by endorsement No and no other option is available with this insurer
*request copy of policy or by endorsement ask to see copy of the endorsement

AUTHORIZED REPRESENTATIVE SIGNATURE DATE (MM/DD/YYYY)

Cell Site No. NYNYY0118
Cell Site Name: CN180/RIVERHEAD
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Market: NYC/NNJ

Project Code: Riverhead

Address: 1035 Pulaski St, Riverhead, NY 11901

APPENDIX B

TOWN OF RIVERHEAD HOLD SAFE AND HARMLESS AGREEMENT

The within hold safe and harmless agreement is made between the TOWN OF RIVERHEAD, a municipal corporation with an address at 200 Howell Avenue, Riverhead, New York 11901, acting through the RIVERHEAD WATER DISTRICT (hereinafter "Town") and _____ a domestic corporation with an address at _____ (hereinafter "Subcontractor").

Subcontractor, its employees, agents and/or assigns, represents that it that provides services to the Town and that it requires access to the existing water tank(s) located at _____. The Town grants Subcontractor a temporary license to enter upon the premises, the right, privilege and license to climb the water tank to perform the upgrade as described on the approved site plan and the building permit issued by the Town of Riverhead Building Department ONLY.

The Town makes no representations or of any kind regarding the current conditions at the premises.

The Town, in consideration of the conditions, covenants and agreements set forth herein to be kept and performed by Subcontractor, for the purposes set forth herein does grant to Subcontractor right to enter upon the following described premises of the Town, to climb the water tank located at _____ for the following carrier: _____, to perform the upgrade of the carrier's equipment described on the approved site plan and building permit issued by the Town.

Subcontractor has been advised, understands and agrees that it is electing to enter upon the premises with no representations of any kind whatsoever and further Subcontractor agrees to the use of the above referenced area from the Town freely and voluntarily.

Subcontractor, by _____, indicates that he/she is 18 years of age; that he/she has read and understands the foregoing; that he/she has been authorized by Subcontractor to sign same and agrees to the terms and conditions of this agreement, intending that Subcontractor to be legally bound by them.

Subcontractor, its employees, agents and/or assigns, hereby assumes all responsibility and risk of injury that might occur to the Town or its property and agree to indemnify, hold harmless, release and defend the Town, its officers, agents, servants and employees from any and all claims or suits for property damage or loss, or personal injury, including death sustained, except to the extent

Cell Site No. NYNYNY0118
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
Market: NYC/NNJ

Project Code: Riverhead

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such damages or injuries are caused directly or indirectly by the acts, omissions, fault, or negligence of agents, servants or employees of the Town, arising out of or related to this agreement.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless owner, contractor, architect, and consultants, agents and employees of any of them (individually or collectively, "Indemnatee") from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorneys' fees, to the extent arising out of or in any way connected with the performance or lack of performance of the work under the agreement and any change orders or additions to the work included in the agreement, provided that any such claim, damage, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or physical injury to tangible property including loss of use of that property, or loss of use of tangible property that is not physically injured, and caused in whole or in part by any actual or alleged:

- Act or omission of the Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable; or
- Violation of any statutory duty, regulation, ordinance, rule or obligation by an Indemnatee provided that the violation arises out of or is in any way connected with the Subcontractor's performance or lack of performance of the work under the agreement.

The Subcontractor's obligations under this contract shall apply regardless of whether or not any such claim, damage, liability, loss or expense is or may be attributable to the fault or negligence of the Subcontractor, except to the extent such damages or injuries are caused directly or indirectly by the acts, omissions, fault, or negligence of agents, servants or employees of the such Indemnatee, arising out of or related to this agreement.

In the event that an Indemnatee is determined to be any percent negligent pursuant to any verdict or judgment, then, in addition to the foregoing, Subcontractor's obligation to indemnify the Indemnatee for any amount, payment, judgment, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the Subcontractor and anyone directly or indirectly engaged or retained by it and anyone else for whose acts the Subcontractor is liable.

The indemnity obligation under this contract shall not be construed to negate, abridge or reduce any other right or obligation of indemnity that would otherwise exist as to any person or entity described in this contract.

In any and all claims against an Indemnatee by any employee of the Subcontractor or anyone directly or indirectly retained or engaged by it or anyone for whose acts it may be liable, the indemnification obligation under this contract shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts, except to the extent such damages or injuries are caused directly or indirectly by the acts, omissions, fault, or negligence of agents, servants or employees of the such Indemnatee, arising out of or related to this agreement .

Cell Site No. NYNYNY0118
Cell Site Name: CN180/RIVERHEAD
Fixed Asset No. 10074887
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The indemnification obligation under this contract shall not be limited in any way by the amount or type of insurance required to be provided to or for the benefit of an Indemnitee as described in the agreement.

Agreed to this _____ day of _____, 20 _____, in Riverhead, New York.

(NAME OF SUBCONTRACTOR)

By: _____
(SIGNATURE)

(PRINTED NAME)

Subscribed and sworn to me on this the _____ day of _____, 20 _____.

Notary Public in and for the State of _____.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)

RIVERHEAD WATER DISTRICT

By: _____
MARK K CONKLIN, Superintendent

Subscribed and sworn to me on this the _____ day of _____, 20 _____.

Notary Public in and for the State of New York.

NOTARY PUBLIC

(NOTARY STAMP/SEAL)

TOWN OF RIVERHEAD

Resolution # 252

PAYS BILLS

Councilwoman Giglio offered the following resolution,

which was seconded by Councilman Hubbard

ABSTRACT #16-08 March 30, 2016 (TBM 04/05/16)			
			Grand
Fund Name	Fund #	Ckrun	Totals
GENERAL FUND	1	1,397,691.93	1,397,691.93
RECREATION PROGRAM FUND	6	14,677.92	14,677.92
HIGHWAY FUND	111	187,652.28	187,652.28
WATER DISTRICT	112	165,128.94	165,128.94
RIVERHEAD SEWER DISTRICT	114	70,668.71	70,668.71
REFUSE & GARBAGE COLLECTION DI	115	2,461.89	2,461.89
STREET LIGHTING DISTRICT	116	13,766.89	13,766.89
PUBLIC PARKING DISTRICT	117	78.30	78.30
AMBULANCE DISTRICT	120	2,247.05	2,247.05
EAST CREEK DOCKING FACILITY FU	122	4,299.21	4,299.21
CALVERTON SEWER DISTRICT	124	1,672.05	1,672.05
RIVERHEAD SCAVENGER WASTE DIST	128	36,303.14	36,303.14
WORKERS' COMPENSATION FUND	173	4,093.24	4,093.24
CDBG CONSORTIUM ACCOUNT	181	10,000.00	10,000.00
WATER DISTRICT CAPITAL PROJECT	412	41,013.25	41,013.25
CALVERTON SEWER CAPITAL PROJEC	424	1,484.00	1,484.00
TRUST & AGENCY	735	835,039.40	835,039.40
CALVERTON PARK - C.D.A.	914	561.2	561.2
TOTAL ALL FUNDS		2,788,839.40	2,788,839.40

THE VOTE

Hubbard Yes No Giglio Yes No
Wooten Yes No Dunleavy Yes No
Walter Yes No

The Resolution Was Thereupon Duly Declared Adopted